

LARSON & STEPHENS  
810 S. Casino Center Blvd., Suite 104  
Las Vegas, Nevada 89101  
Tel: (702) 382-1170 Fax: (702) 382-1169

James I. Stang, Esq. (CA Bar No. 94435)  
Shirley S. Cho, Esq. (CA Bar No. 192616)  
Werner Disse, Esq. (CA Bar No. 143458)  
PACHULSKI STANG ZIEHL & JONES LLP  
10100 Santa Monica Blvd., 11th Floor  
Los Angeles, California 90067-4100  
Telephone: 310/277-6910  
Facsimile: 310/201-0760  
Email: jstang@pszjlaw.com  
scho@pszjlaw.com  
wdisse@pszjlaw.com

E-File: September 29, 2009

Zachariah Larson, Esq. (NV Bar No. 7787)  
LARSON & STEPHENS  
810 S. Casino Center Blvd., Ste. 104  
Las Vegas, NV 89101  
Telephone: 702/382.1170  
Facsimile: 702/382.1169  
Email: zlarson@lslawnv.com

Attorneys for Debtors and  
Debtors in Possession

**UNITED STATES BANKRUPTCY COURT**  
**DISTRICT OF NEVADA**

In re:

THE RHODES COMPANIES, LLC, aka  
"Rhodes Homes, et al.,<sup>1</sup>  
Debtors.

Case No.: BK-S-09-14814-LBR  
(Jointly Administered)

Chapter 11

Hearing Date: October 30, 2009  
Hearing Time: 1:30 p.m.  
Courtroom 1

Affects:

- ☐ All Debtors  
☒ Affects the following Debtor(s):

Pinnacle Grading, LLC; Rhodes Design  
and Development Corporation; Rhodes  
Homes Arizona, LLC; Rhodes Realty,  
Inc.; The Rhodes Companies, LLC;  
Tribes; and Tuscany Golf.

<sup>1</sup> The Debtors in these cases, along with the last four digits of each Debtor's federal tax identification number, if applicable, are: Heritage Land Company, LLC (2918); The Rhodes Companies, LLC (3060); Rhodes Ranch

**DEBTORS' FIRST OMNIBUS OBJECTION TO CLAIMS PURSUANT TO  
SECTION 502(b) OF THE BANKRUPTCY CODE,  
BANKRUPTCY RULES 3003 AND 3007 (PAID CLAIMS)**

The Rhodes Companies, LLC and its affiliated debtors (collectively, the “Debtors”), by their undersigned counsel, hereby object (the “First Omnibus Objection”) to each of the claims (the “Paid Claims”) listed on **Exhibit “A”** attached hereto, each of which was paid during the course of the case, pursuant to section 502(b) of title 11 of the United States Code (the “Bankruptcy Code”), Rules 3003 and 3007 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”) and request the entry of an order (the “Order”) disallowing and expunging in full each of the disputed claims as indicated in further detail below.<sup>2</sup> In support of this First Omnibus Objection, the Debtors rely on the *Declaration of Paul D. Huygens in Support of Debtors' First Omnibus Objection to Claims Pursuant to Section 502(b) of the Bankruptcy Code, Bankruptcy Rules 3003 and 3007 [Paid Claims]*, attached hereto. In further support of this First Omnibus Objection, the Debtors respectfully represent as follows:

**BACKGROUND**

1. On March 31, 2009, the above-captioned Debtors (the “Primary Filers”) except Tuscany Golf Country Club, LLC, Pinnacle Grading, LLC, and Rhodes Homes Arizona, LLC (the “Secondary Filers”) filed voluntary petitions for relief under chapter 11 of title 11 of the Bankruptcy Code. On April 1, 2009, the Secondary Filers filed voluntary petitions for relief under chapter 11 of the Bankruptcy Code. All references to Petition Date herein shall mean March 31, 2009 for the Primary Filers or April 1, 2009 for the Secondary Filers, as applicable.

---

General Partnership (1760); Tick, LP (0707); Glynda, LP (5569); Chalkline, LP (0281); Batcave, LP (6837); Jackknife, LP (6189); Wallboard, LP (1467); Overflow, LP (9349); Rhodes Ranch Golf and Country Club (9730); Tuscany Acquisitions, LLC (0206); Tuscany Acquisitions II, LLC (8693); Tuscany Acquisitions III, LLC (9777); Tuscany Acquisitions IV, LLC (0509); Parcel 20 LLC (5534); Rhodes Design and Development Corp. (1963); C&J Holdings, Inc. (1315); Rhodes Realty, Inc. (0716); Jarupa LLC (4090); Elkhorn Investments, Inc. (6673); Rhodes Homes Arizona, LLC (7248); Rhodes Arizona Properties, LLC (8738); Tribes Holdings LLC (4347); Six Feathers Holdings, LLC (8451); Elkhorn Partners, A Nevada Limited Partnership (9654); Bravo Inc. (2642); Gung-Ho Concrete, LLC (6966); Geronimo Plumbing, LLC (6897); Apache Framing, LLC (6352); Tuscany Golf Country Club, LLC (7132); Pinnacle Grading, LLC (4838).

<sup>2</sup> The Debtors reserve the right to file additional omnibus objections, whether on substantive or non-substantive grounds, to any and all other claims filed against their estates.

2. The Debtors are continuing in possession of their property and are operating and managing their businesses, as debtors in possession, pursuant to sections 1107 and 1108 of the Bankruptcy Code.

### **RELIEF REQUESTED**

3. By this First Omnibus Objection, the Debtors seek entry of an order, pursuant to section 502(b) of the Bankruptcy Code, Bankruptcy Rules 3003 and 3007, disallowing and expunging in full each of the Paid Claims as indicated in further detail below. In each case, the Debtors requested in writing that such Paid Claim be withdrawn, but as of the date and time of filing of this Objection, the Paid Claims had not been withdrawn.

### **OBJECTION**

4. Bankruptcy Rule 3007(d) provides that the Debtors may submit objections to more than one claim in an “omnibus” format if the claims have been satisfied or released during the case. All of the Paid Claims listed in Exhibit A have been paid in the ordinary course of business during the administration of these cases. The Paid Claims are not valid claims against the Debtors because such claims have been satisfied in full.

5. Bankruptcy Code Section 502 authorizes a party in interest to object to claims. *See* 11 U.S.C. §502(a). Upon such objection, this Court, “after notice and a hearing, shall determine the amount of such claim in lawful currency of the United States as of the date of the filing of the petition . . . .” 11 U.S.C. § 502(b). Although a proper proof of claim is presumed valid under Bankruptcy Rule 3001(f), once an objection controverts the presumption, the creditor has the ultimate burden of persuasion as to the validity and amount of the claim. *Ashford v. Consolidated Pioneer Mortg. (In re Consolidated Pioneer Mortg.)*, 178 B.R. 222, 226 (B.A.P. 9th Cir. 1995), *aff’d*, 91 F.3d 151 (9th Cir. 1996) (quoting *In re Allegheny International, Inc.*, 954 F.2d 167, 173-74 (3d Cir. 1992)). The Bankruptcy Appellate Panel for the Ninth Circuit explained the shifting burdens of proof with respect to objection to proofs of claim as follows:

The burden of proof for claims brought in the bankruptcy court under 11 U.S.C.A. § 502(a) rests on different parties at different times. Initially, the claimant must allege facts sufficient to support

the claim. If the averments in his filed claim meet this standard of sufficiency, it is “prima facie” valid. In other words, a claim that alleges facts sufficient to support a legal liability to the claimant satisfies the claimant’s initial obligation to go forward. . . . The burden of persuasion is always on the claimant.

*Id.* (emphasis added). Following this decision, the District Court for the Northern District of California emphasized, “unless the claimant has alleged ‘facts sufficient to support a legal liability, ‘the claim is not prima facie valid.’” *In re Hongnisto*, 293 B.R. 45, 50 (N.D. Cal. 2003) (quoting *Consolidated Pioneer Mortg.*, 178 B.R. at 266) (holding that the claimant’s proof of claim failed to allege sufficient facts to support a legal liability and consequently disallowed the proof of claim); *see Consolidated Pioneer Mortg.*, 178 B.R. at 227 (holding that because the proof of claim did not allege sufficient facts to support the claim, the proof of claim was disallowed).

6. Based on the Debtors’ review of their books and records and the proof of claim filed by the claimant, in each instance, the claimant has no valid legal justification for asserting the filed claim against the given Debtor. As a result, the Debtors submit that these claims should be expunged by the Court.

### CONCLUSION

7. The Debtors object to the allowance of the Paid Claims as set forth herein for the reasons stated herein, and the Debtors hereby move this Court for an Order disallowing and expunging in full each of the Paid Claims.

### NOTICE

8. Notice of this objection has been provided to (i) the United States Trustee for the District of Nevada, (ii) counsel to the Official Committee of Unsecured Creditors, (iii) each Paid Claim for which the Debtors are objecting to in this First Omnibus Objection in accordance with the addresses provided in the proofs of claim for such Paid Claims, (iv) each person or entity that has filed a notice of appearance and request for special notice, and (v) other required parties pursuant to the Court’s case management order entered in these cases. The Debtors submit that in light of the nature of the relief requested herein, no other or further notice is required.

1           9. Pursuant to Bankruptcy Rule 3007, the Debtors have provided all claimants  
2 affected by the First Omnibus Objection with at least thirty (30) days' notice of the hearing on  
3 the First Omnibus Objection.

4           10. WHEREFORE, the Debtors respectfully request that the Court enter an Order,  
5 substantially in the form attached hereto, disallowing and expunging the Paid Claims set forth in  
6 Exhibit "A" attached hereto, and granting such other and further relief as the Court deems just and  
7 proper under the circumstances of these chapter 11 cases.

8 **DATED** this 29th day of September, 2009.

9  
10 **LARSON & STEPHENS**

11 /s/ Zachariah Larson, Esq.  
12 Zachariah Larson, Bar No. 7787  
13 Kyle O. Stephens, Bar No. 7928  
14 810 S. Casino Center Blvd., Suite 104  
15 Las Vegas, NV 89101  
16 702/382-1170  
17 Attorneys for Debtors and Debtors in  
18 Possession  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

**LARSON & STEPHENS**  
810 S. Casino Center Blvd., Suite 104  
Las Vegas, Nevada 89101  
Tel: (702) 382-1170 Fax: (702) 382-1169

**DECLARATION OF PAUL D. HUYGENS IN SUPPORT OF  
DEBTORS' FIRST OMNIBUS OBJECTION**

I, Paul D. Huygens, declare as follows:

1. I am the Senior Vice President of Special Projects of the above-captioned Debtors and Debtors in possession. The facts set forth in this Declaration are personally known to me and, if called as a witness, I could and would testify thereto.

2. This declaration is submitted in support of the *Debtors' First Omnibus Objection to Claims Pursuant to Section 502(b) of the Bankruptcy Code, Bankruptcy Rules 3003 and 3007 (Paid Claims)* (the "First Omnibus Objection").

3. I am one of the persons responsible for overseeing the claims reconciliation and objection process in the Debtors' chapter 11 cases. I have read the *Debtors' First Omnibus Objection to Claims Pursuant to Section 502(b) of the Bankruptcy Code, Bankruptcy Rules 3003 and 3007 (Paid Claims)*, and am directly, or by and through my personnel or agents, familiar with the information contained therein, the proposed form of order (the "Proposed Order") and the exhibits attached thereto.

4. The claims and attached information and documentation were carefully reviewed and analyzed in good faith, and the Debtors' books and records were referenced for additional support, utilizing due diligence by appropriate personnel of the Debtors. These efforts have resulted in the identification of the disputed "Paid Claims", as identified in Exhibit "A" to the First Omnibus Objection. I have personally reviewed each of Paid Claims.

5. All of the claims listed on Exhibit "A" to the First Omnibus Objection were paid in the ordinary course of business during the administration of these cases, as referenced on Exhibit "A".

6. The information on Exhibit "A" is correct to my knowledge. In each instance, the claimant has no valid legal justification for asserting the filed claim against the given Debtor, as each such claim has been paid in full. As a result, I believe that these claims should be disallowed and expunged by the Court.

LARSON & STEPHENS  
810 S. Casino Center Blvd., Suite 104  
Las Vegas, Nevada 89101  
Tel: (702) 382-1170 Fax: (702) 382-1169



LARSON & STEPHENS  
810 S. Casino Center Blvd., Suite 104  
Las Vegas, Nevada 89101  
Tel: (702) 382-1170 Fax: (702) 382-1169

James I. Stang, Esq. (CA Bar No. 94435)  
Shirley S. Cho, Esq. (CA Bar No. 192616)  
Werner Disse, Esq. (CA Bar No. 143458)  
PACHULSKI STANG ZIEHL & JONES LLP  
10100 Santa Monica Blvd., 11th Floor  
Los Angeles, California 90067-4100  
Telephone: 310/277-6910  
Facsimile: 310/201-0760  
Email: jstang@pszjlaw.com  
scho@pszjlaw.com  
wdisse@pszjlaw.com

Zachariah Larson, Esq. (NV Bar No. 7787)  
LARSON & STEPHENS  
810 S. Casino Center Blvd., Ste. 104  
Las Vegas, NV 89101  
Telephone: 702/382.1170  
Facsimile: 702/382.1169  
Email: zlarson@lslawnv.com

Attorneys for Debtors and Debtors in Possession

**UNITED STATES BANKRUPTCY COURT**  
**DISTRICT OF NEVADA**

In re:

THE RHODES COMPANIES, LLC, aka  
"Rhodes Homes, et al.,<sup>1</sup>

Debtors.

Case No.: BK-S-09-14814-LBR  
(Jointly Administered)

Chapter 11

Hearing Date: October 30, 2009  
Hearing Time: 1:30 pm

<sup>1</sup> The Debtors in these cases, along with the last four digits of each Debtor's federal tax identification number, if applicable, are: Heritage Land Company, LLC (2918); The Rhodes Companies, LLC (3060); Rhodes Ranch General Partnership (1760); Tick, LP (0707); Glynda, LP (5569); Chalkline, LP (0281); Batcave, LP (6837);



Affects:

Courtroom 1

- ☐ All Debtors  
☒ Affects the following Debtor(s):

Pinnacle Grading, LLC; Rhodes Design and Development Corporation; Rhodes Homes Arizona, LLC; Rhodes Realty, Inc.; The Rhodes Companies, LLC; Tribes; and Tuscany Golf

**ORDER SUSTAINING DEBTORS' FIRST OMNIBUS OBJECTION TO CLAIMS PURSUANT TO SECTION 502(b) OF THE BANKRUPTCY CODE, BANKRUPTCY RULES 3003 AND 3007 [PAID CLAIMS] [RE DOCKET NO. \_\_\_\_]**

Upon consideration of *Debtors' First Omnibus Objection to Claims Pursuant to Section 502(b) of the Bankruptcy Code, Bankruptcy Rules 3003 and 3007 (Paid Claims)* (the "First Omnibus Objection"),<sup>2</sup> filed by The Rhodes Companies, LLC ("Rhodes") and its affiliated debtors (collectively, the "Debtors"), requesting that the Court enter an order disallowing and expunging in full each of the Paid Claims; and the Court having jurisdiction to consider the First Omnibus Objection and the relief requested therein pursuant to 28 U.S.C. §§ 157 and 1334; and the relief requested therein being a core proceeding pursuant to 28 U.S.C. § 157(b); and venue being proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409; and the Court having reviewed the First Omnibus Objection; the Court hereby finds and determines that, pursuant to Rule 3007 of the Federal Rules of Bankruptcy Procedure, due and proper notice has been provided to each holder of a claim listed on Exhibit "A" attached hereto and all other parties entitled to notice; and no other or further notice is necessary; and the relief requested in the First Omnibus Objection is in the best interests of the Debtors, their estates and creditors; and that the

Jackknife, LP (6189); Wallboard, LP (1467); Overflow, LP (9349); Rhodes Ranch Golf and Country Club (9730); Tuscany Acquisitions, LLC (0206); Tuscany Acquisitions II, LLC (8693); Tuscany Acquisitions III, LLC (9777); Tuscany Acquisitions IV, LLC (0509); Parcel 20 LLC (5534); Rhodes Design and Development Corp. (1963); C&J Holdings, Inc. (1315); Rhodes Realty, Inc. (0716); Jarupa LLC (4090); Elkhorn Investments, Inc. (6673); Rhodes Homes Arizona, LLC (7248); Rhodes Arizona Properties, LLC (8738); Tribes Holdings LLC (4347); Six Feathers Holdings, LLC (8451); Elkhorn Partners, A Nevada Limited Partnership (9654); Bravo Inc. (2642); Gung-Ho Concrete, LLC (6966); Geronimo Plumbing, LLC (6897); Apache Framing, LLC (6352); Tuscany Golf Country Club, LLC (7132); Pinnacle Grading, LLC (4838).

<sup>2</sup> Capitalized terms used but not defined herein shall have the meanings ascribed to them in the First Omnibus Objection.

1 legal and factual bases set forth in the First Omnibus Objection establish just cause for the relief  
2 requested therein; therefore IT IS HEREBY ORDERED THAT:

3 1. The claims identified on Exhibit "A" attached hereto are hereby disallowed in  
4 their entirety against the Debtors; and

5 2. This Court shall retain jurisdiction to hear and determine all matters arising from  
6 the implementation of this Order

7 APPROVED / DISAPPROVED:

8 DATED this \_\_\_\_ day of \_\_\_\_\_ 2009.

9 By: \_\_\_\_\_  
10 UNITED STATES TRUSTEE  
11 August B. Landis  
12 Office of the United States Trustee  
13 300 Las Vegas Blvd. S., Ste. 4300  
14 Las Vegas, NV 89101

15 Submitted by:

16 DATED this \_\_ day of October 2009.

17 By: \_\_\_\_\_  
18 LARSON & STEPHENS  
19 Zachariah Larson, Esq. (NV Bar No 7787)  
20 Kyle O. Stephens, Esq. (NV Bar No. 7928)  
21 810 S. Casino Center Blvd., Ste. 104  
22 Las Vegas, NV 89101  
23 (702) 382-1170 (Telephone)  
24 (702) 382-1169 (Facsimile)  
25 zlarson@lslawnv.com  
26 *Attorneys for Debtors*

LARSON & STEPHENS  
810 S. Casino Center Blvd., Suite 104  
Las Vegas, Nevada 89101  
Tel: (702) 382-1170 Fax: (702) 382-1169

**LR 9021 Certification**

In accordance with LR 9021, counsel submitting this document certifies as follows (check one):

\_\_\_ The court has waived the requirement of approval under LR 9021.

\_\_\_ No parties appeared or filed written objections, and there is no trustee appointed in the case.

\_\_\_ I have delivered a copy of this proposed order to all counsel who appeared at the hearing, any unrepresented parties who appeared at the hearing, and any trustee appointed in this case, and each has approved or disapproved the order, or failed to respond, as indicated below.

Submitted by:

DATED this \_\_\_ day of October, 2009.

By: \_\_\_\_\_

LARSON & STEPHENS  
Zachariah Larson, Esq. (NV Bar No 7787)  
Kyle O. Stephens, Esq. (NV Bar No. 7928)  
810 S. Casino Center Blvd., Ste. 104  
Las Vegas, NV 89101  
(702) 382-1170 (Telephone)  
(702) 382-1169  
zlarson@lslawnv.com  
Attorneys for Debtors

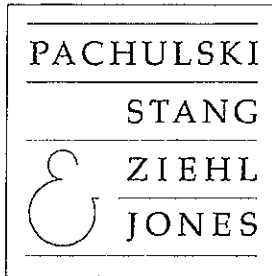
LARSON & STEPHENS  
810 S. Casino Center Blvd., Suite 104  
Las Vegas, Nevada 89101  
Tel: (702) 382-1170 Fax: (702) 382-1169

**EXHIBIT A**

<b>Claim No.</b>	<b>Claim Filed Date</b>	<b>Filed in Debtor Case</b>	<b>Claimant Name</b>	<b>Secured</b>	<b>Priority</b>	<b>Unsecured</b>	<b>Proposed Treatment/Disposition</b>	<b>Payment</b>
12	05/06/09	The Rhodes Companies, LLC	Citrix Systems, Inc.			3,600.00	Disallow claim in its entirety.	PAID Check # 18125, 4/30/09
8	04/30/09	Rhodes Design and Development Corporation	GMAC	1,430.03			Disallow claim in its entirety.	PAID Check # 5484 4/29/09
53	06/22/09	Rhodes Design and Development Corporation	Signs West, Inc.			3,950.00	Disallow claim in its entirety.	PAID Check # 7976 6/04/09
5	06/22/09	Rhodes Realty, Inc.	Signs West, Inc.			3,950.00	Disallow claim in its entirety.	Duplicate of claim 53
24	06/03/09	The Rhodes Companies, LLC	Efrain Amecua	4,000.00			Disallow claim in its entirety.	PAID by workman's compensation carrier

**CLAIM NO. 12**

**CLAIMANT: CITRIX SYSTEMS, INC.**



LAW OFFICES  
LIMITED LIABILITY PARTNERSHIP

SAN FRANCISCO, CA  
LOS ANGELES, CA  
WILMINGTON, DE  
NEW YORK, NY

150 CALIFORNIA STREET  
15th FLOOR  
SAN FRANCISCO  
CALIFORNIA 94111-4500

TELEPHONE: 415/263 7000  
FACSIMILE: 415/263 7010

LOS ANGELES  
10100 SANTA MONICA BLVD.  
11th FLOOR  
LOS ANGELES  
CALIFORNIA 90067-4100  
TELEPHONE: 310/277 6910  
FACSIMILE: 310/201 0760

DELAWARE  
919 NORTH MARKET STREET  
17th FLOOR  
P.O. BOX 8705  
WILMINGTON  
DELAWARE 19899-8705  
TELEPHONE: 302/652 4100  
FACSIMILE: 302/652 4400

NEW YORK  
788 THIRD AVENUE  
36th FLOOR  
NEW YORK  
NEW YORK 10017-2024  
TELEPHONE: 212/561 7700  
FACSIMILE: 212/561 7777

WEB: [www.pszjlaw.com](http://www.pszjlaw.com)

August 21, 2009

**VIA U.S. FIRST CLASS MAIL**

Citrix Systems, Inc.  
Attn: Luis Grullon  
851 West Cypress Creek Road  
Ft. Lauderdale, FL 33309

**Re: The Rhodes Companies, et al.  
Chapter 11 Case No. 09-14814  
(Jointly Administered)**

Dear Mr. Grullon:

This firm represents The Rhodes Companies, LLC (the "Debtor") in its Chapter 11 bankruptcy filed in the United States Bankruptcy Court for the District of Nevada (Case No. 09-14814 LBR). You filed a proof of claim on behalf of Citrix Systems, Inc., designated as proof of claim number 12 in the amount of \$3,600.00 in the Debtor's bankruptcy case.

Our records indicate that payment of \$3,600.00 was made by check no. 18125 on April 30, 2009. Our records further indicate that this account has been paid in full.

Please withdraw your Claim by signing and returning the enclosed Notice of Claim Withdrawal form by September 4, 2009 so that we may avoid having to object to your claim in the Bankruptcy Court. Thank you.

Very truly yours,

/s/  
Patricia J. Jeffries

PJJ  
Enclosure  
cc: Michael A. Matteo

73203-002\DOCS\_SF:66920.1

1  
2  
3 **UNITED STATES BANKRUPTCY COURT**  
4 **DISTRICT OF NEVADA**  
5

6 In re: Case No.: BK-S-09-14814-LBR  
7 THE RHODES COMPANIES, LLC Chapter 11  
8 Debtor.

9  
10 **NOTICE OF WITHDRAWAL OF PROOF OF CLAIM NO. 12**  
11

12 CITRIX SYSTEMS INC. hereby withdraws its proof of claim, designated as Claim No. 12,  
13 filed in the above-captioned case.  
14

15 Dated: \_\_\_\_\_, 2009  
16

17 \_\_\_\_\_ (signature) (print name)  
18 By: \_\_\_\_\_  
19 Its: \_\_\_\_\_ (title)  
20  
21  
22  
23  
24  
25  
26  
27  
28

B 10 (Official Form 10) (12/08)

NS-814-297362

UNITED STATES BANKRUPTCY COURT      DISTRICT OF NEVADA		PROOF OF CLAIM
<b>Name of Debtor:</b> The Rhodes Companies, LLC <b>Case Number:</b> 09-14814		<input type="checkbox"/> Check this box to indicate that this claim amends a previously filed claim.  <b>Court Claim Number:</b> (If known) <span style="border: 1px solid black; display: inline-block; width: 40px; height: 15px;"></span>
<small>Note: This form should not be used to make a claim for an administrative expense arising after the commencement of the case. A request for payment of an administrative expense may be filed pursuant to 11 U.S.C. § 503.</small>		
<b>Name of Creditor (the person or other entity to whom the debtor owes money or property):</b> <b>Citrix Systems Inc.</b>		
<b>Name and address where notices should be sent:</b> Citrix Systems Inc. 851 West Cypress Creek Road Fort Lauderdale, FL 33309 USA <div style="margin-left: 200px;">ATTN: LUIS GRUJON</div>		
<b>Telephone Number:</b> _____		<b>Filed on:</b> <span style="border: 1px solid black; display: inline-block; width: 20px; height: 15px;"></span> / <span style="border: 1px solid black; display: inline-block; width: 20px; height: 15px;"></span> / <span style="border: 1px solid black; display: inline-block; width: 20px; height: 15px;"></span>
<b>Name and address where payment should be sent (if different from above):</b> <b>Name:</b> _____ <b>Address 1:</b> _____ <b>Address 2:</b> _____ <b>Address 3:</b> _____ <b>Address 4:</b> _____ <b>Address 5:</b> _____ <b>Telephone Number:</b> _____		<input type="checkbox"/> Check this box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars.  <input type="checkbox"/> Check this box if you are the debtor or trustee in this case.
<b>1. Amount of Claim as of Date Case Filed:</b> \$ <span style="border: 1px solid black; display: inline-block; width: 100px; height: 20px; text-align: center;">3600.00</span>  <small>If all or part of your claim is secured, complete item 4 below; however, if all of your claim is unsecured, do not complete item 4.</small> <small>If all or part of your claim is entitled to priority, complete item 5.</small> <input type="checkbox"/> Check this box if claim includes interest or other charges in addition to the principal amount of the claim. Attach itemized statement of interest or charges.		<b>5. Amount of Claim Entitled to Priority under 11 U.S.C. 507(a). If any portion of your claim falls in one of the following categories, check the box and state the amount.</b>  Specify the priority of the claim:  <input type="checkbox"/> Domestic support obligations under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B)  <input type="checkbox"/> Wages, salaries, or commissions (up to \$10,950*), earned within 180 days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier - 11 U.S.C. § 507(a)(4).  <input type="checkbox"/> Contributions to an employee benefit plan - 11 U.S.C. § 507(a)(5).  <input type="checkbox"/> Up to \$2,425* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use - 11 U.S.C. § 507(a)(7).  <input type="checkbox"/> Taxes or penalties owed to governmental units - 11 U.S.C. § 507(a)(8).  <input type="checkbox"/> Other - Specify applicable paragraph of 11 U.S.C. § 507(a)(_____)
<b>2. Basis for Claim</b> <span style="border: 1px solid black; display: inline-block; width: 150px; height: 20px; text-align: center;">GOODS SOLD</span> <small>(See instruction #2 on reverse side)</small>		
<b>3. Last four digits of any number by which creditor identifies debtor:</b> <span style="border: 1px solid black; display: inline-block; width: 60px; height: 20px; text-align: center;">7858</span>  <b>3a. Debtor may have scheduled account as:</b> <span style="border: 1px solid black; display: inline-block; width: 150px; height: 20px;"></span> <small>(See instruction #3a on reverse side.)</small>		
<b>4. Secured Claim</b> <small>(See instruction #4 on reverse side.)</small> Check the appropriate box if your claim is secured by a lien on property or a right of setoff and provide the requested information.  Nature of property or right of setoff: <input type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input type="checkbox"/> Other  Describe: <span style="border: 1px solid black; display: inline-block; width: 150px; height: 20px;"></span> Value of property: \$ <span style="border: 1px solid black; display: inline-block; width: 100px; height: 20px;"></span> Annual Interest Rate: _____%  Amount of arrearage and other charges as of time case filed included in secured claim, if any: \$ <span style="border: 1px solid black; display: inline-block; width: 100px; height: 20px;"></span> Basis for perfection: _____  <div style="display: flex; justify-content: space-between;"> <div> <b>Amount of Secured Claim:</b>            \$ <span style="border: 1px solid black; display: inline-block; width: 100px; height: 20px;"></span> </div> <div> <b>Amount Unsecured</b>            \$ <span style="border: 1px solid black; display: inline-block; width: 100px; height: 20px;"></span> </div> </div>		
<b>6. Credits:</b> The amount of all payments on this claim has been credited and deducted for the purpose of making this proof of claim. <b>7. Documents:</b> Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements or running accounts, contracts, judgments, mortgages, and security agreements. You may also attach a summary. Attach redacted copies of documents providing evidence of perfection of a security interest. You may also attach a summary. <small>(See instruction 7 and definition of "redacted" on reverse side.)</small> <b>DO NOT SEND ORIGINAL DOCUMENTS. ATTACHED DOCUMENTS MAY BE DESTROYED AFTER SCANNING.</b> If the documents are not available, please explain: _____		
<b>Date:</b> <span style="border: 1px solid black; display: inline-block; width: 100px; height: 20px; text-align: center;">04/30/2009</span> <b>Signature:</b> The person filing this claim must sign it. Sign and print name and title, if any, of the creditor or other person authorized to file this claim and state address and telephone number if different from the notice address above. Attach copy of power of attorney, if any.  <b>Title:</b> AIR <b>Printed Name:</b> LUIS GRUJON <b>Signature:</b>		<b>By:</b> Omni Management Group, Claims Agent <b>For:</b> U.S. Bankruptcy Court District of Nevada

Penalty for presenting fraudulent claim:

Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571.

12



**INSTRUCTIONS FOR PROOF OF CLAIM FORM**

The instructions and definitions below are general explanations of the law. In certain circumstances, such as bankruptcy cases that are not filed voluntarily by a debtor, there may be exceptions to these general rules.

**Items to be completed in Proof of Claim form (if not already filed in)****Court, Name of Debtor, and Case Number:**

Fill in the name of the federal judicial district where the bankruptcy case was filed (for example, Central District of California), the bankruptcy debtor's name and the bankruptcy case number. If the creditor received a notice of the case from the bankruptcy court, all of this information is located at the top of the notice.

**Creditor's Name and Address:**

Fill in the name of the person or entity asserting a claim and the name and address of the person who should receive notices issued during the bankruptcy case. A separate space is provided for the payment address if it differs from the notice address. The creditor has a continuing obligation to keep the court informed of its current address. See Federal Rule of Bankruptcy Procedure (FRBP) 2002 (g).

**1. Amount of Claim as of Date Case Filed:**

State the total amount owed to the creditor on the date of the Bankruptcy filing. Follow the instructions concerning whether to complete items 4 and 5. Check the box if interest or other charges are included in the claim.

**2. Basis for Claim:**

State the type of debt or how it was incurred. Examples include goods sold, money loaned, services performed, personal injury/wrongful death, car loan, mortgage note, and credit card. If the claim is based on the delivery of health care goods or services, limit the disclosure of the goods or services so as to avoid embarrassment or the disclosure of confidential health care information. You may be required to provide additional disclosure if the trustee or another party in interest files an objection to your claim.

**3. Last Four Digits of Any Number by Which Creditor Identifies Debtor:**

State only the last four digits of the debtor's account or other number used by the creditor to identify the debtor.

**3a. Debtor May Have Scheduled Account As:**

Use this space to report a change in the creditor's name, a transferred claim, or any other information that clarifies a difference between this proof of claim and the claim as scheduled by the debtor.

**4. Secured Claim:**

Check the appropriate box and provide the requested information if the claim is fully or partially secured. Skip this section if the claim is entirely unsecured. (See DEFINITIONS, below.) State the type and the value of the property that secures the claim, attach copies of lien documentation, and state annual interest rate and the amount past due on the claim as of the date of the bankruptcy filing.

**5. Amount of Claim Entitled to Priority Under 11 U.S.C. §507(a):**

If any portion of your claim falls in one or more of the listed categories, check the appropriate box(es) and state the amount entitled to priority. (See DEFINITIONS, below.) A claim may be partly priority and partly non-priority. For example, in some of the categories, the law limits the amount entitled to priority.

**6. Credits:**

An authorized signature on this proof of claim serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

**7. Documents:**

Attach to this proof of claim form redacted copies documenting the existence of debt and of any lien securing the debt. You may also attach a summary. You must also attach copies of documents that evidence perfection of any security interest. You may also attach a summary. FRBP 3001(c) and (d). If the claim is based on the delivery of health care goods or services, see instruction 2. Do not send original documents, as attachments may be destroyed after scanning.

**Date and Signature:**

The person filing this proof of claim must sign and date it. FRBP 9011. If the claim is filed electronically, FRBP 5003(a)(2), authorizes courts to establish local rules specifying what constitutes a signature. Print the name and title, if any, of the creditor or other person authorized to file this claim. State the filer's address and telephone number if it differs from the address given on the top of the form for purposes of receiving notices. Attach a complete copy of any power of attorney. Criminal penalties apply for making a false statement on a proof of claim.

**DEFINITIONS****Debtor**

A debtor is the person, corporation, or other entity that has filed a bankruptcy case.

**Creditor**

A creditor is a person, corporation, or other entity owed a debt by the debtor that arose on or before the date of the bankruptcy filing. See 11 U.S.C. § 101(10).

**Claim**

A claim is the creditor's right to receive payment on a debt owed by the debtor on the date of the bankruptcy filing. See 11 U.S.C. § 101(5). A claim may be secured or unsecured.

**Proof of Claim**

A proof of claim is a form used by the creditor to indicate the amount of the debt owed by the debtor on the date of the bankruptcy filing. The creditor must file the form with the clerk of the same bankruptcy court in which the bankruptcy case was filed.

**Secured Claim Under 11 U.S.C. §506(a)**

A secured claim is one backed by a lien on property of the debtor. The claim is secured so long as the creditor has the right to be paid from the property prior to the other creditors. The amount of the secured claim cannot exceed the value of the property. Any amount owed to the creditor in excess of the value of the property is an unsecured claim. Examples of liens on property include a mortgage on real estate or a security interest in a car.

A lien may be voluntarily granted by a debtor or may be obtained through a court proceeding. In some states, a court judgment is a lien. A claim also may be secured if the creditor owes the debtor money (has a right to setoff).

**Unsecured Claim**

An unsecured claim is one that does not meet the requirements of a secured claim. A claim may be partly unsecured if the amount of the claim exceeds the value of the property on which the creditor has a lien.

**Claim Entitled to Priority Under 11 U.S.C. §507(a)**

Priority claims are certain categories of unsecured claims that are paid from the available money or property in a bankruptcy case before other unsecured claims.

**Redacted**

A document has been redacted when the person filing it has masked, edited out, or otherwise deleted, certain information. A creditor should redact and use only the last four digits of any social-security, individual's tax-identification, or financial-account number, all but the initials of a minor's name and only the year of any person's date of birth.

**Evidence of Perfection**

Evidence of perfection may include a mortgage, lien, certificate of title, financing statement, or other document showing that the lien has been filed or recorded.

**ACKNOWLEDGMENT****Acknowledgment of Filing of Claim**

To receive acknowledgment of your filing, you may either enclose a stamped self-addressed envelope and a copy of this proof of claim or you may access the court's PACER system ([www.pacer.psc.uscourts.gov](http://www.pacer.psc.uscourts.gov)) for a small fee to view your filed proof of claim.

**Offer to Purchase Claim**

Certain entities are in the business of purchasing claims for an amount less than the face value of the claims. One or more of these entities may contact the creditor and offer to purchase the claim. Some of the written communications from these entities may easily be confused with official court documentation or communications from the debtor. These entities do not represent the bankruptcy court or the debtor. The creditor has no obligation to sell its claim. However, if the creditor decides to sell its claim, any transfer of such claim is subject to FRBP 3001(e), any applicable provision of the Bankruptcy Code (11 U.S.C. § 101 et seq.), and any applicable orders of the bankruptcy court.



CITRIX SYSTEMS, INC.  
851 West Cypress Creek Road  
Fort Lauderdale, FL 33309  
PH. (954) 267-3000

# Invoice

## Information

<b>Invoice Number</b>	90879608
<b>Purchase Order No.</b>	031809
<b>Sales Order Number</b>	911689
<b>Sold To Cust. No.</b>	I4177858
<b>Payer No.</b>	I4177858
<b>Invoice Date</b>	03/18/2009
<b>Payment Terms</b>	NET 30 Days
<b>Due Date</b>	04/17/2009
<b>Currency</b>	USD
<b>Sales Person</b>	

Pg 1 of 1

## Billing Address

Rhodes Homes  
4730 S Fort Apache Rd Suite 300  
Las Vegas, NV 89147-7947  
US  
USA

## Ship To Address

Rhodes Homes  
4730 S Fort Apache Rd Suite 300  
Las Vegas, NV 89147-7947

## Remit Payment To:

Citrix Systems, Inc.  
P. O. Box 931686  
Atlanta, GA 31193-1686

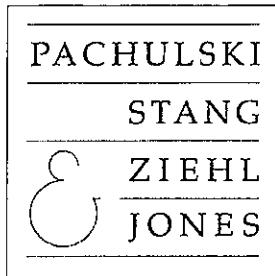
## Invoice Details

Material Description	Quantity	Unit Price	Amount	Tax
SUBHUDAESAR Citrix Presentation Server, Advanced Edition - Subscription Advantage Renewal Start: 05/15/2009 End: 05/15/2010 UP-6146888-29490	1 EA	900.00	900.00	0.00 %
SUBHUDAESAR Citrix Presentation Server, Advanced Edition - Subscription Advantage Renewal Start: 05/15/2009 End: 05/15/2010 UP-6146888-29490	1 EA	2,250.00	2,250.00	0.00 %
SUBHUDAESAR Citrix Presentation Server, Advanced Edition - Subscription Advantage Renewal Start: 05/15/2009 End: 05/15/2010 UP-6146888-29490	1 EA	450.00	450.00	0.00 %
<b>Freight</b>			\$	
<b>Sub Total</b>			\$	3,600.00
<b>Tax Amount</b>			\$	
<b>Total</b>			\$	3,600.00

Please make payable to Citrix Systems, Inc. and indicate customer number and invoice number on payment. Payable

**CLAIM NO. 8**

**CLAIMANT: GMAC**



LAW OFFICES  
LIMITED LIABILITY PARTNERSHIP

SAN FRANCISCO, CA  
LOS ANGELES, CA  
WILMINGTON, DE  
NEW YORK, NY

150 CALIFORNIA STREET  
15th FLOOR  
SAN FRANCISCO  
CALIFORNIA 94111-4500

TELEPHONE: 415/263 7000  
FACSIMILE: 415/263 7010

LOS ANGELES  
10100 SANTA MONICA BLVD.  
11th FLOOR  
LOS ANGELES  
CALIFORNIA 90067-4100  
TELEPHONE: 310/277 6910  
FACSIMILE: 310/201 0760

DELAWARE  
919 NORTH MARKET STREET  
17th FLOOR  
P.O. BOX 8705  
WILMINGTON  
DELAWARE 19899-8705  
TELEPHONE: 302/652 4100  
FACSIMILE: 302/652 4400

NEW YORK  
788 THIRD AVENUE  
36th FLOOR  
NEW YORK  
NEW YORK 10017-2024  
TELEPHONE: 212/561 7700  
FACSIMILE: 212/561 7777

July 30, 2009

**VIA U.S. FIRST CLASS MAIL**

GMAC  
Attn: M. Bohen  
PO Box 130424  
Roseville, MN 55113

**Re: The Rhodes Companies, et al.  
Chapter 11 Case No. 09-14814  
(Jointly Administered)**

Dear M. Bohen:

This firm represents Rhodes Design and Development Corporation (the "Debtor") in its Chapter 11 bankruptcy filed in the United States Bankruptcy Court for the District of Nevada (Case No. 09-14846 LBR). You filed a proof of claim on GMAC's behalf, designated as proof of claim number 8 in the secured amount of \$1,430.03 in the Debtor's bankruptcy case.

Our records indicate that payment of \$466.62 on behalf of account no. 024-9054-25290 was made by check no. 5484 on 4/29/09. Our records further indicate that this account has been paid in full and there is no amount currently due to GMAC.

Please withdraw your Claim by signing and returning the enclosed Notice of Claim Withdrawal form by August 17, 2009 so that we may avoid having to object to your claim in the Bankruptcy Court. Thank you

Very truly yours,

/s/  
Patricia J. Jeffries  
Paralegal

PJJ  
Enclosure  
cc: Michael A. Matteo

1  
2  
3 **UNITED STATES BANKRUPTCY COURT**  
4 **DISTRICT OF NEVADA**  
5

6 In re: Case No.: BK-S-09-14846-LBR  
7 RHODES DESIGN AND DEVELOPMENT Chapter 11  
8 CORPORATION, Debtor.  
9

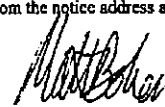
10 **NOTICE OF WITHDRAWAL OF PROOF OF CLAIM NO. 8**  
11

12 GMAC hereby withdraws its proof of claim, designated as Claim No. 8, filed in the above-  
13 captioned case.  
14

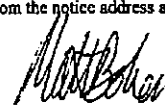
15 Dated: \_\_\_\_\_, 2009  
16

17 \_\_\_\_\_ (signature)  
18 By: (print name)  
19 Its: (title)  
20  
21  
22  
23  
24  
25  
26  
27  
28

B 10 (Official Form 10) (12/08)

UNITED STATES BANKRUPTCY COURT DISTRICT OF Nevada		PROOF OF CLAIM
Name of Debtor: RHODES DESIGN AND DEVELOPMENT CO		Case Number: 09-14846
NOTE: This form should not be used to make a claim for an administrative expense arising after the commencement of the case. A request for payment of an administrative expense may be filed pursuant to 11 U.S.C. § 503.		
Name of Creditor (the person or other entity to whom the debtor owes money or property): GMAC		<input type="checkbox"/> Check this box to indicate that this claim amends a previously filed claim. Court Claim Number: (if known)  Filed On:
Name and address where notices should be sent: GMAC P.O. Box 130424 Roseville, MN 55113  Telephone number: (800) 495-1578		<input type="checkbox"/> Check this box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars.  <input type="checkbox"/> Check this box if you are the debtor or trustee in this case.
Name and address where payment should be sent (if different from above): GMAC P.O. Box 78367 Phoenix, AZ 85062  Telephone number: (800) 495-1578		<input type="checkbox"/> Check this box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars.  <input type="checkbox"/> Check this box if you are the debtor or trustee in this case.
1. Amount of Claim as of Date Case Filed: <u>\$1,430.03 **</u> Monthly Pymt: <u>\$481.79</u> <b>** Claimant Reserves Right to Amend its Claim**</b> If all or part of your claim is secured, complete item 4 below; however, if all of your claim is unsecured, do not complete item 4.  If all or part of your claim is entitled to priority, complete item 5.  <input type="checkbox"/> Check this box if claim includes interest or other charges in addition to the principal amount of claim. Attach itemized statement of interest or charges.		5. Amount of Claim Entitled to Priority under 11 U.S.C. §507(a). If any portion of your claim falls in one of the following categories, check the box and state the amount.  Specify the priority of the claim.  <input type="checkbox"/> Domestic support obligations under 11 U.S.C. §507(a)(1)(A) or (a)(1)(B).  <input type="checkbox"/> Wages, salaries, or commissions (up to \$10,950*) earned within 180 days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier - 11 U.S.C. §507 (a)(4).  <input type="checkbox"/> Contributions to an employee benefit plan - 11 U.S.C. §507 (a)(5).  <input type="checkbox"/> Up to \$2,425* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use - 11 U.S.C. §507 (a)(7).  <input type="checkbox"/> Taxes or penalties owed to governmental units - 11 U.S.C. §507 (a)(8).  <input type="checkbox"/> Other - Specify applicable paragraph of 11 U.S.C. §507 (a)( ).
2. Basis for claim: Automobile Financing (See instruction #2 on reverse side.)  3. Last four digits of any number which creditor identifies debtor: xxx-xxxx-x5290  3a. Debtor may have scheduled account as: (See instruction #3a on reverse side.)  4. Secured claim (See instruction #4 on reverse side.) Check the appropriate box if your claim is secured by a lien on property or right of setoff and provide the requested information.  Nature of property or right of setoff: <input type="checkbox"/> Real Estate <input checked="" type="checkbox"/> Motor Vehicle <input type="checkbox"/> Other Describe: <u>N04 CHEVILVERADO VIN 1GCEK14T04Z213123</u>  Value of property: <u>\$1,430.03</u> Annual Interest Rate: <u>0.00%**</u> **May not reflect rate entitled to under <i>In re Till</i> Amount of arrearage and other charges as of time case filed included in secured claim, if any: <u>\$0.00</u> Basis for perfection: <u>Certificate of Title/Lien Notice</u>  Amount of Secured Claim: <u>\$1,430.03</u> Amount Unsecured: <u>\$0.00</u>		Amount entitled to priority:  \$ _____ <small>*Amounts are subject to adjustment on 04/01/010 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment.</small>
6. Credits: The amount of all payments on this claim has been credited for the purpose of making this proof of claim.  7. Documents: Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. You may also attach a summary. Attach redacted copies of documents providing evidence of perfection of a security interest. You may also attach a summary. (See definition of "redacted" on reverse side.)  DO NOT SEND ORIGINAL DOCUMENTS. ATTACHED DOCUMENTS MAY BE DESTROYED AFTER SCANNING  If the documents are not available, please explain:		Amount entitled to priority:  \$ _____ <small>*Amounts are subject to adjustment on 04/01/010 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment.</small>
Date: 4/13/09	Signature: This person filing this claim must sign it. Sign and print name and title, if any, of the creditor or other person authorized to file this claim and state address and telephone number if different from the notice address above. Attach copy of power of attorney, if any.  <div style="text-align: right;">               M. Bohen, Agent           </div>	

FOR FILING  
ONLY  
APR 30 2009

By  M. Bohen, Agent  
 For U.S. Bankruptcy Court  
 District of Nevada

Penalty for presenting fraudulent claims: Fine up to \$500,000 or imprisonment for up to 5 years or both. 18 U.S.C. §§ 152 and 3571

8.00

**CERTIFICATE OF SERVICE**

I, the undersigned, declare as follows:

I am an agent of GMAC employed in the City of Roseville, Ramsey County, Minnesota. I am over the age of 18 years and not party to this action. My business address is P.O. Box 130424, Roseville, MN 55113.

I am readily familiar with the business practices of my employer for the collection and processing of documents and correspondence for mailing with the United States Postal Service and those correspondence and documents are deposited with the United State Postal Service that same day, or within one business day, in the ordinary course of business.

On April 13, 2009, I served the following documents:

• **Proof of Claim with all Exhibits and Attachments**

in the method or methods described below and if served via U.S. Mail, by placing copies of said documents in sealed envelopes and served addressed as follows:

**Debtor's Attorney:**

ZACHARIAH LARSON  
810 S CASINO CENTER BLVD STE 1  
LAS VEGAS, NV 89101

**Trustee:**

INFORMATION NOT AVAILABLE  
0

**Debtor:**

RHODES DESIGN AND DEVELOPMENT CO  
4730 SOUTH FORT APACHE  
SUITE 300  
LAS VEGAS, NV 89147

**Non-Filing CoDebtor:**

SAGEBRUSH ENTERPRISES  
4730 S FORT APACHE  
LAS VEGAS, NV 89148

I then placed said envelopes for collection and mailing at my employer's office following ordinary business practices, addressed to the parties so designated above.

I declare under penalty of perjury that the foregoing is true and correct. Executed on April 13, 2009, at Roseville, Minnesota.



M. Bohen, Agent



**SECTION A: SIMPLE INTEREST VEHICLE CONTRACT AND SECURITY AGREEMENT**

Buyer's Name(s): RHODES DESIGN & DEVELOPMENT SAGEBRUSH ENTERPRISES  
 Name: 4730 FORT APACHE  
 Address: 4730 FORT APACHE  
 City: LAS VEGAS County: CLARK  
 State: NV Zip: 89148  
 Bus Phone: (702) 873-5338 Res. Phone: (702) 873-5338  
 Seller: GREENBLATT, RICHARD Date: 05/14/2004

CREDITOR: BILL HEARD CHEVROLET  
 Address: 444 S DECATUR  
 City: LAS VEGAS  
 State: NV  
 Zip: 89107  
 Phone: 702-870-9444

Stock No. 142565

**SECTION B: DISCLOSURE (MADE IN COMPLIANCE WITH FEDERAL TRUTH-IN-LENDING ACT)**

**ANNUAL PERCENTAGE RATE** The cost of your credit as a yearly rate: 0.00 %

**FINANCE CHARGE** The dollar amount the credit will cost you: \$ 0.00 (a)

**AMOUNT FINANCED** The amount of credit provided to you or on your behalf: \$ 28897.37

**TOTAL OF PAYMENTS** The amount you will have paid after you have made all payments as scheduled: \$ 28897.37 (a)

**TOTAL SALES PRICE** The total cost of your purchase on credit, including your down payment of \$ 1000.00: \$ 29897.37 (a)

**YOUR PAYMENT SCHEDULE WILL BE**

Number of Payments	Amount of Payments	When Payments Are Due
59	481.62	MONTHLY BEGINNING 06/28/2004
1	481.79	DUE ON: 05/28/2009

**INSURANCE:** Credit life insurance, credit disability insurance and debt cancellation coverage, which is also known as GAP coverage, are not required to obtain credit, and will not be provided unless you sign and agree to pay the additional cost.

Type	Premium	Term	Signature(s)
Credit life	\$ N/A	N/A	I want credit life insurance <input checked="" type="checkbox"/> SIGNATURE
Joint credit life	\$ N/A	N/A	We want joint credit life insurance <input checked="" type="checkbox"/> SIGNATURE
Credit disability	\$ N/A	N/A	I want credit disability insurance <input checked="" type="checkbox"/> SIGNATURE
Credit life and disability	\$ N/A	N/A	I want credit life and disability insurance <input checked="" type="checkbox"/> SIGNATURE
Joint credit life and disability	\$ N/A	N/A	We want joint credit life and single disability insurance <input checked="" type="checkbox"/> SIGNATURE
Debt cancellation coverage (GAP coverage)	\$ N/A	N/A	I want debt cancellation coverage (GAP coverage) <input checked="" type="checkbox"/> SIGNATURE

You may obtain property insurance from anyone you wish. If it is acceptable to the Creditor above, if you get insurance will be \_\_\_\_\_ and the terms of the \_\_\_\_\_.

**SECURITY:** You are giving a security interest in the goods or property being purchased.

☐ Other (check if applicable): \_\_\_\_\_

Filing fee: \$ N/A

Noting insurance: \$ N/A

**LATE CHARGE:** If a payment is more than 10 days late, you will be charged \$15 or 8 percent of the payment, whichever is less.

**PREPAYMENT:** If you pay off early you will not have to pay a penalty.

See your contract documents for any additional information about nonpayment, default, any required repayment in full before the scheduled date, and penalties.

**SECTION D: VEHICLE RETAIL INSTALLMENT CONTRACT AND SECURITY AGREEMENT**

This contract is made the 14TH (day) of MAY (month), 2004 (year), between you, the Buyer(s) shown above, and us, the Seller shown as Creditor above. Having been quoted a cash price and a credit price and having chosen to pay the credit price (shown as the Total Sales Price in Section B above), you agree to buy and we agree to sell, subject to all the terms of this contract, the following described vehicle, accessories and equipment (all of which are referred to in this contract as "Collateral").

New \_\_\_\_\_ Year and Model: 2004 CHEVROLET

Serial: \_\_\_\_\_ Body Style: PU No Cyl: 8

If in truck capacity: N/A

Manufacturer's Serial Number: 1GCEK147042213123

Use ☐ which purchased ☐ Personal ☒ Business ☐ Agriculture

**INCLUDING:**

<input type="checkbox"/> Sun/Moon Roof	<input type="checkbox"/> Air Conditioning	<input type="checkbox"/> Automatic Transmission
<input type="checkbox"/> Power Steering	<input type="checkbox"/> Power Door Locks	<input type="checkbox"/> Power Seats
<input type="checkbox"/> Power Windows	<input type="checkbox"/> Tilt Wheel	<input type="checkbox"/> Vinyl Top
<input type="checkbox"/> Cassette	<input type="checkbox"/> Cruise Control	<input type="checkbox"/> AM/FM Stereo
<input type="checkbox"/> Compact Disc Player		

**WHITE** Color \_\_\_\_\_ Trim \_\_\_\_\_ Lic. No. \_\_\_\_\_

YOU, jointly and jointly, promise to pay to us the Total of Payments (shown in Section B above) according to the Payment Schedule (also shown in Section B above), until paid in full, together with interest after maturity at the Annual Percentage Rate disclosed above.

To secure such payment, you grant to us a purchase money security interest under the Uniform Commercial Code in the Collateral and in all accessories to and proceeds of the Collateral, insurance in which we or our assignee are named as beneficiary or loss payee, including any proceeds of such insurance or refunds of unearned premiums, or both, are assigned as additional security for this obligation and any other obligation created in connection with this sale. We, our successors and assigns, hereby waive any other security interest or mortgage which would otherwise secure your obligations under this contract except for the security interests and assignments granted by you in this contract.

Address where Collateral will be located: \_\_\_\_\_

Street: SAME AS ABOVE City: \_\_\_\_\_

County: \_\_\_\_\_ State: \_\_\_\_\_

Your address after receipt of possession of Collateral: \_\_\_\_\_

Street: SAME AS ABOVE City: \_\_\_\_\_

County: \_\_\_\_\_ State: \_\_\_\_\_

**NOTICE OF REPLESSION RIGHTS**

If buyer signs here, the notice of repossession rights on the reverse side shall be applicable to this contract.

Buyer's Signature X \_\_\_\_\_ SAGEBRUSH ENTERPRISES

Co-Buyer's Signature X \_\_\_\_\_

**STATE DISCLOSURE REQUIREMENTS:** The provisions of Section B and Section C above are incorporated into the agreement for purposes of state disclosure requirements.

Additional Terms and Conditions: The additional terms and conditions set forth on the reverse side hereof are a part of this contract and are incorporated herein by reference.

**OPTION:** You pay no Finance Charge if the Total Amount Financed, Item No. 12, Section C, is paid in full on or before the \_\_\_\_\_ (day) of \_\_\_\_\_ (month) of \_\_\_\_\_ (year).

**SELLER'S INITIALS:** \_\_\_\_\_

**SECTION E: NOTICE TO BUYER**

Do not sign this agreement before you read it or if it contains any blank spaces. You are entitled to a completed copy of this agreement. If you fail to perform your obligations under this agreement, the vehicle may be repossessed and you may be liable for the unpaid indebtedness evidenced by this agreement.

If you are buying a used vehicle with this contract, as indicated in the description of the vehicle above, federal regulation may require a special buyer's guide to be displayed on the window.

THE INFORMATION YOU SEE ON THE WINDOW FORM FOR THIS VEHICLE IS PART OF THIS CONTRACT. INFORMATION ON THE WINDOW FORM OVERRIDES ANY CONTRARY PROVISIONS IN THE CONTRACT OF SALE.

The text of the preceding two paragraphs is set forth below in Spanish.

Si usted está comprando un vehículo usado mediante este contrato según la descripción del vehículo arriba, la ley federal podrá exigir que la ventanilla demuestre una guía especial para el comprador.

LA INFORMACIÓN QUE USTED VE EN LA FORMA DE VENTANILLA PARA ESTE VEHÍCULO ES PARTE DE ESTE CONTRATO. LA INFORMACIÓN EN LA FORMA DE VENTANILLA DOMINA CUALQUIER ESTIPULACIÓN CONTARIA EN EL CONTRATO DE VENTA.

BUYER AND CO-BUYER ACKNOWLEDGE RECEIPT OF A TRUE AND COMPLETELY FILLED-IN COPY OF THIS CONTRACT AND THE ABOVE DISCLOSURE AT THE TIME OF SIGNING.

**LIABILITY INSURANCE COVERAGE FOR BODILY INJURY AND PROPERTY DAMAGE CAUSED TO OTHERS IS NOT INCLUDED UNLESS OTHERWISE INDICATED IN SECTION C ABOVE.**

Buyer: X \_\_\_\_\_ Date: 05/14/2004

Creditor: BILL HEARD CHEVROLET Date: 05/14/2004

FORM 9-B (REVISED 2003) © CREDIT (615) 238-7171 (800) 338-0656



(REVERSE SIDE OF CONTRACT)

(Simple Interest)

## (CONT'D) ADDITIONAL TERMS AND CONDITIONS

**Simple Interest Contract:** This is a simple interest contract. The Finance Charge, Total of Payments and Payment Schedule, both in the disclosure on the reverse side may differ. The final payment may differ depending on the dates payments are received and events which occur after the contract is made. For example, early payments will have the effect of reducing your final payment, while late payments will cause your final payment to be higher. Your promise requires you to pay the final payment on the date due, which payment will be equal to all unpaid sums due under this contract, even if the amount of the final payment differs from the amount of final payment disclosed on the reverse side hereof.

**Default:** If you default in the performance of any of the terms and conditions of this agreement, including, but not limited to, making any payment later than 10 days of when due, or becoming delinquent or in breach of any procedure under U.S. Bankruptcy Code, or upon your demise, or if the vehicle is damaged or destroyed, we may at our option and without notice or demand (1) declare all unpaid sums immediately due and payable, (2) sue against you for all unpaid sums, and (3) take immediate possession of the vehicle. Upon taking possession of the vehicle and giving notice as provided by law, if you do not redeem the vehicle, we will sell it at public or private sale. Any proceeds of the sale will be applied first to the payment of interest, recording fees, and attorney's fees and costs of sale. The remainder will be applied to the unpaid sums owing under this contract. Attorney's fees and court costs are allowed only if there is any money left over (surplus). If there is no surplus, we will be paid to you. If a balance still remains owing, you promise to pay that balance upon demand. If you default or breach this agreement, we reserve the right to charge the balance shown on the reverse side until all sums owing are paid in full. Our remedies are cumulative and taking of any action is not a waiver and does not prohibit us from pursuing any other remedy. You promise to pay reasonable collection costs and expenses, including attorney's fees, if you default under this agreement. If suit is filed, you agree that attorney's fees and costs will be awarded to the prevailing party. If the vehicle is repossessed, we may store personal property found in the vehicle for your account and at your expense and if you do not claim property within 30 days after the repossession, we may dispose of the personal property in any manner we deem appropriate without liability to you.

**Delinquency and Collection Charges:** You will pay a delinquency charge equal to the lesser of \$15 or 8 percent of any statement in default for more than 10 days if you default as described in the preceding paragraph and we refer the contract for collection to an attorney who is not our salaried employee or a salaried employee of the holder of the contract, you will pay reasonable attorney's fees plus court costs, and reasonable collection costs to the extent not provided by law. **Waiver of Full Payment and Addition of Remedies on Default:** If you default under the contract, at the time of the default or any time after default (if the default has not been cured previously) we may require immediate payment of the unpaid portion of the amount you owe us. If there is any money left over (surplus) it will be paid to you. On any default, we will have all the remedies of a secured party under the Uniform Commercial Code. If the cash price on the reverse hereof is \$1,000 or less, you will not be personally liable for any delinquency incurred in a sale after repossession.

**Ownership of the Collateral:** You represent that there are no liens, claims or encumbrances on the Collateral except for the security interest you grant by this contract to us and you further represent that you have executed no financing statement covering the Collateral except for one relating to this contract.

**Location and Use of Collateral:** You agree to notify us of any change in your address or of any change in the location of the Collateral. Unless you first have received our written consent, you may not take the Collateral out of the State shown in Section D in the section entitled "Address Where Collateral Will Be Located" and you may not sell, lease or otherwise dispose of the Collateral or any part of it by any means. You will comply with all laws, ordinances, regulations and orders relating to the Collateral. You will keep the Collateral in good condition and will not alter or substantially modify it or convert it. You will not allow any other security interest on the Collateral besides the security interest granted to us under this contract.

**Inspection of the Collateral:** We may inspect the Collateral at any reasonable time. **Taxes:** You are responsible for all taxes and assessments levied on the Collateral. If you fail to do so, we may pay any such tax or assessment on your behalf. An amount equal to that which we paid will be added to the Total of Payments then owing and you will be charged a finance charge on the amount we paid at the highest lawful credit rate.

**Property Insurance:** You will keep the Collateral insured against such risks and in such amount as we may from time to time require with an insurer that you choose and we approve. As indicated in Section B, if you choose, we will obtain property insurance for you at the premium shown. Whether the insurance is provided by you or by us, you will pay all premiums for the insurance when the premiums are due and payable. If you provide property insurance, you will deliver the policy to us as soon as we will provide us with reasonable advance written notice of the policy. If you do not obtain the insurance or pay the premium, we may do so for you if we do so, an amount equal to that which we have paid for the premium will be added to the Total of Payments then owing and a finance charge at the highest lawful rate will be charged on that amount. If we do not obtain the insurance, none of our other rights and remedies will be prejudiced. That any proceeds from insurance are to be used to replace or repair or replace the vehicle. Whether or not the vehicle is insured, you must pay for it if it is lost, damaged, or destroyed. If you default (as described above), we may cancel the insurance and credit any insurance premium refunds to the unpaid balance of the contract.

### LIABILITY INSURANCE IS NOT REQUIRED BY THIS CONTRACT. YOU HAVE THE RIGHT TO CHOOSE THE PERSON THROUGH WHOM LIABILITY INSURANCE IS TO BE OBTAINED.

**Information to Insurance Company or Agent:** You give your permission to furnish any information about the Collateral or any information about insurance policies on the Collateral to an insurance agent or company. **Credit Life Insurance, Credit Disability Insurance and Debt Cancellation Coverage (GAP Coverage):** If you indicated in Section B that you want optional credit life insurance, credit disability insurance or debt cancellation coverage (GAP coverage), or any combination thereof, you agree to pay for such insurance at the premium shown in Section B.

**NO WARRANTIES: SELLER MAKES NO REPRESENTATIONS, PROMISES OR WARRANTIES, EXPRESS OR IMPLIED, AS TO THE MERCHANTABILITY OF THE COLLATERAL OR WHETHER THE COLLATERAL IS SUITABLE OR FIT FOR THE PARTICULAR PURPOSE INTENDED UNLESS SELLER HAS DONE SO IN THIS CONTRACT OR IN A SEPARATE WRITTEN AGREEMENT SIGNED BY US AS ORIGINAL SELLER OF THE COLLATERAL. HOWEVER, IF SELLER MAKES AN EXPRESS WARRANTY IN THIS CONTRACT OR IN A SEPARATE WRITTEN AGREEMENT SIGNED BY SELLER OR, WITHIN 90 DAYS AFTER THE DATE OF THIS CONTRACT, ENTERS INTO A SERVICE CONTRACT WITH THE BUYER THAT APPLIES TO THE COLLATERAL, THE EXCLUSION OF IMPLIED WARRANTIES SET FORTH IN THIS PARAGRAPH DOES NOT EXCLUDE ANY IMPLIED WARRANTIES THAT MAY EXIST WITH RESPECT TO THE COLLATERAL DURING THE TERM OF THE CONTRACT OR AGREEMENT IN WHICH THE EXPRESS WARRANTY IS MADE.**

**Notice:** Any notice we have to give you pursuant to the Uniform Commercial Code will be reasonable if we send it to your address shown in Section D in the section entitled "Your Address After Receipt of Possession of Collateral" at least 5 days before the event with respect to which notice is required. **Time is of the Essence:** You understand that all payments that are required must be made on the day due.

**Excluding Our Rights:** We can, without notice, cancel or modify our rights or exercise only part of them, without losing them, or waive a right we have to one Buyer without waiving it as to the other(s).

**Meaning of Words:** In this contract the words "you" and "your" means each and all those who sign this contract as Buyers or Co-Buyers, and their heirs, executors, administrators, successors and assigns. The words "us" and "ours" means the Creditor shown on the reverse, Section A and, if this contract is assigned, its successors and assigns and any other holder of this contract.

**Governing Law:** This contract has been delivered in the state of Colorado's place of business and will be governed by the laws of that State and applicable federal law. **Irrevocability:** Wherever possible each provision shall be interpreted so that it is valid under applicable law, but if any provision is prohibited or limited, the remaining provisions of this contract will continue to be valid.

**Notice of Recession Right:** The provisions of this paragraph only apply if you have signed the notice of recession rights on the face of the contract. (1) You agree to assign the Seller any documents necessary to perfect your security interest in the vehicle. (2) You acknowledge that it may take a few days and fees and costs to verify your credit and assign the contract. In consideration of the Seller agreeing to deliver the vehicle, you agree that if the Seller is unable to assign the contract to a finance institution with whom the Seller regularly does business pursuant to terms of assignment acceptable to the Seller, the Seller may elect to rescind the contract. If the Seller elects to rescind the contract, it will give you notice of the rescission. Such notice shall be deemed given upon deposit of a written notice in the United States mail directed to you at the address you stated in the contract or upon any other manner in which actual notice is given to you. Upon receipt of such notice, you shall immediately return the vehicle to the Seller in the same condition as when sold, reasonable wear and tear excepted, and the contract shall be deemed rescinded and voided from the date of the rescission. You shall be responsible for the return of the vehicle to the Seller, including any transportation costs, and the Seller shall be responsible for the return of the vehicle to the Seller, including any transportation costs.

**Notice:** Any notice we have to give you pursuant to the Uniform Commercial Code will be reasonable if we send it to your address shown in Section D in the section entitled "Your Address After Receipt of Possession of Collateral" at least 5 days before the event with respect to which notice is required. **Time is of the Essence:** You understand that all payments that are required must be made on the day due. **Excluding Our Rights:** We can, without notice, cancel or modify our rights or exercise only part of them, without losing them, or waive a right we have to one Buyer without waiving it as to the other(s).

**NOTICE: ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.**

If you are buying a used vehicle with this contract, as indicated in the description of the vehicle on the reverse side, federal regulation may require a special buyer's guide to be displayed on the window.

**THE INFORMATION YOU SEE ON THE WINDOW FORM FOR THIS VEHICLE IS PART OF THIS CONTRACT. INFORMATION ON THE WINDOW FORM OVERRIDES ANY CONTRARY PROVISIONS IN THE CONTRACT OF SALE.**

**Assignment:** For value received, Seller sells, assigns, and transfers to Assignee (Assignee), its successors and assigns, the entire right, title and interest of Seller in the contract and collateral hereon, including, but not limited to, all amounts payable to Buyer and security interest in the Collateral. To induce Assignee to purchase the contract, Seller represents and warrants to Assignee as follows: (a) the contract is genuine and the statements and amounts inserted herein are correct; (b) the contract and security interest arose solely from the sale of the Collateral or services described in the contract, or both, on the dates payment, if any be shown on the face hereof, has been received and no part thereof was advanced directly or indirectly by Seller to Buyer; (c) the goods and services have been furnished to the satisfaction of Buyer and all obligations of warranty to Buyer, either express or implied, have been and will continue to be fulfilled by Seller; (d) the Collateral or services, or both, have been sold, provided and delivered to and accepted by Buyer; (e) the security interest granted to Seller in the contract constitutes a valid first lien on the Collateral and has been filed or recorded; (f) the Collateral is free and clear of all liens and encumbrances, except the security interest granted by this contract; (g) the full amount of the stated Total of Payments remains unpaid; (h) Seller is the holder of the contract and the security interest in the Collateral free and clear of all liens and encumbrances and Seller has full power and authority to assign the same; (i) the transaction was consummated on the above date set forth in the contract and Buyer did not receive possession of the Collateral prior to the date of consummation; (j) Buyer was furnished a completed copy of the contract prior to consummation; (k) the Collateral is insured with a company acceptable to Assignee against physical damage in addition to such other risks as Assignee requires under an insurance policy acceptable to Assignee; (m) Seller has not knowingly communicated to Assignee incorrect information relating to the Buyer's creditworthiness or knowingly failed to communicate information relating to such application or credit statement; (n) the facts set forth in the contract are true; (o) Buyer has no defense or counterclaim to payment of the obligation evidenced by the contract; (p) Buyer is or, if more than one, each is not a minor and has legal capacity to execute this contract and is a true person; and (q) Seller has no reason to believe the Buyer has ever indicated any level concerning buyer or rescind.

In the event any warranty shall be breached or any representation shall be false, Seller shall, upon demand and irrespective of whether the contract is then in default, repurchase the contract from Assignee at a price equal to the unpaid balance of the contract plus accrued interest, or such other amount agreed to by Seller and Assignee in a separate agreement as in effect on the date of such demand by Assignee, plus any costs or expenses of collection, including attorney's fees, whether incurred by Assignee by suit or on appeal or otherwise. Seller waives all defenses that otherwise might have been available but nothing herein shall preclude Assignee from enforcing against Seller any other remedies provided by law for misrepresentation or breach of warranty in the event of any proceedings commenced by Assignee against Buyer with respect to the contract, services or the Collateral, if Buyer asserts as a defense, set off or counterclaim any act, omission or default by Seller, Seller shall forthwith on demand repurchase the contract for the amount set forth above. The provisions of this assignment shall be binding on Seller, its successors, assigns and assigns of Seller and shall inure to the benefit of the successors and assigns of Assignee. The above assignment provisions apply and are in addition to any obligations of Seller as provided in the paragraph below endorsed by Seller.

**1. REPOURCHASE:** Seller absolutely and unconditionally guarantees the prompt payment of either the total unpaid amount of the contract and any accrued interest or such other amount agreed to by Seller and Assignee in a separate agreement, together with all costs, expenses and reasonable attorney's fees incurred in the collection of said amount. Seller waives all defenses arising by reason of any failure to give notice of acceptance of this guarantee or default of Buyer, or arising by reason of any extension of time given to Buyer, or by reason of any failure by Assignee to pursue Buyer or the Collateral or other property of Buyer or to resort to other security or remedies which may be available, and waives any and all defenses arising out of the guarantor relationship.

Seller By \_\_\_\_\_ Date \_\_\_\_\_  
Title \_\_\_\_\_

**2. REPURCHASE:** In the event of default by the Buyer under any of the terms or conditions of the contract, Seller will repurchase and repurchase the Collateral or, if the Collateral has been repossessed by the Creditor, the Collateral at the place of repossession or recovery. The Collateral will be repurchased in any event AS IS, at a price equal to the total unpaid balance of the contract and any accrued interest, or such other amount agreed to by Seller and Assignee in a separate agreement as in effect on the date of the default, together with all costs, expenses and reasonable attorney's fees incurred by Assignee in the collection of said amount. Seller waives all defenses arising by reason of any failure to give notice of acceptance of this guarantee or default of Buyer, or arising by reason of any extension of time given to Buyer, or by reason of any failure by Assignee to pursue Buyer or the Collateral or other property of Buyer or to resort to other security or remedies which may be available, and waives all other defenses that might otherwise have been available. At the time of repurchase, Seller shall pay to Assignee the purchase price in cash and Assignee may resell the Collateral without recourse and without warranties, express or implied, all see retention or lien instruments and all contracts or promissory notes which Assignee then holds upon such Collateral.

Seller By \_\_\_\_\_ Date \_\_\_\_\_  
Title \_\_\_\_\_

**3. LIMITED ENDORSEMENT:** In the event of default of Buyer before Buyer shall have paid the first \_\_\_\_\_ installments under the foregoing contract, Assignee may reassign the contract to Seller and Seller agrees, upon tender of such reassignment and in consideration thereof to pay to Assignee either the then unpaid balance of the contract and any accrued interest, or such other amount agreed to by Seller and Assignee in a separate agreement as in effect on the date of the reassignment, together with all costs, expenses and reasonable attorney's fees incurred in the collection of said amount. Seller waives all defenses arising by reason of any failure to give notice of acceptance of this assignment or default of Buyer, or arising by reason of any extension of time given to Buyer, or by reason of any failure by Assignee to pursue Buyer or the Collateral or other property of Buyer or to resort to other security or remedies which may be available, and Seller waives all other defenses that might otherwise have been available.

Seller By \_\_\_\_\_ Date \_\_\_\_\_  
Title \_\_\_\_\_

**4. WITHOUT RECOURSE:** This assignment shall be without recourse against Seller except for such obligations as are set forth in the assignment above.

Seller By \_\_\_\_\_ Date \_\_\_\_\_  
Title \_\_\_\_\_

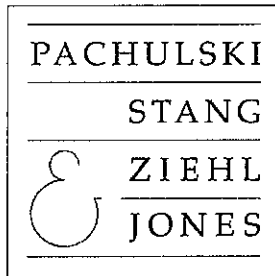
BILL HEARD CHEVROLET

GMAC COMMERCIAL SERVICES  
P O BOX 251329  
PLANO TX 75025

STATE OF NEVADA DEPARTMENT OF MOTOR VEHICLES						
CERTIFICATE OF TITLE						
VIN	YEAR	MAKE	MODEL	VEHICLE BODY	TITLE NUMBER	
1GCEK14T042213123	2004	CHEV	1500	PK	7273585-2510	
DATE ISSUED	ODOMETER MILES	FUEL TYPE	SALES TAX PD	EMPTY WT	GROSS WT	GVWR
07/01/2004	4	6			6001	
VEHICLE COLOR	ODOMETER BRAND		BRANDS			
ACTUAL MILES						
OWNER(S) NAME AND ADDRESS				OR		
RHODES DESIGN & DEVELOPMENT						
SAGEBRUSH ENTERPRISES						
4730 FORT APACHE						
LAS VEGAS NV 89148						
LIENHOLDER(S) NAME AND ADDRESS						
GMAC COMMERCIAL SERVICES						
P O BOX 251329						
PLANO TX 75025						
LIENHOLDER(S) RELEASE - INTEREST IN THE VEHICLE DESCRIBED ON THIS TITLE IS HEREBY RELEASED:						
SIGNATURE OF AUTHORIZED AGENT				DATE		
Printed Name						
FEDERAL AND STATE LAW REQUIRES THAT YOU STATE THE MILEAGE IN CONNECTION WITH THE TRANSFER OF OWNERSHIP. FAILURE TO COMPLETE OR PROVIDING A FALSE STATEMENT MAY RESULT IN FINES AND/OR IMPRISONMENT. The undersigned hereby certifies that the vehicle described in this title has been transferred to the following buyer(s)						
Printed Name of Buyer(s)				<input type="checkbox"/> AND <input type="checkbox"/> OR		
Printed Name of Buyer(s)						
Address		City	State	Zip Code		
I certify to the best of my knowledge that the odometer reading is the actual mileage of the vehicle unless one of the following statements is checked						
<div style="border: 1px solid black; padding: 2px;"> <div style="display: flex; justify-content: space-between;"> <div> <div style="border: 1px solid black; width: 20px; height: 20px; display: flex; align-items: center; justify-content: center;"> <div style="width: 10px; height: 10px; background-color: black;"></div> </div> <div style="border: 1px solid black; width: 20px; height: 20px; display: flex; align-items: center; justify-content: center;"> <div style="width: 10px; height: 10px; background-color: black;"></div> </div> <div style="border: 1px solid black; width: 20px; height: 20px; display: flex; align-items: center; justify-content: center;"> <div style="width: 10px; height: 10px; background-color: black;"></div> </div> <div style="border: 1px solid black; width: 20px; height: 20px; display: flex; align-items: center; justify-content: center;"> <div style="width: 10px; height: 10px; background-color: black;"></div> </div> <div style="border: 1px solid black; width: 20px; height: 20px; display: flex; align-items: center; justify-content: center;"> <div style="width: 10px; height: 10px; background-color: black;"></div> </div> <div style="border: 1px solid black; width: 20px; height: 20px; display: flex; align-items: center; justify-content: center;"> <div style="width: 10px; height: 10px; background-color: black;"></div> </div> </div> <div style="text-align: right;">           NO TENTHS         </div> </div> </div>		<input type="checkbox"/> The mileage stated is in excess of its mechanical limits <input type="checkbox"/> The odometer reading is not the actual mileage <input type="checkbox"/> Exempt - Model year over 6 years old				
SIGNATURE OF SELLER(S)		DATE OF SALE				
I am aware of the above odometer certification made by the seller/agent <input type="checkbox"/>						
Signature of Buyer(s)				Printed Name of Buyer(s)		
ACCORDING TO THE RECORDS OF THE DEPARTMENT OF MOTOR VEHICLES, THE PERSON NAMED HEREON IS THE OWNER OF THE VEHICLE DESCRIBED ABOVE, SUBJECT TO LIEN(S) AS SHOWN				CONTROL NO		
RD-2 (Rev 10/01)				1677744A		
(THIS IS NOT A TITLE NO)						
ALTERATION OR ERASURE VOIDS THIS TITLE						

**CLAIM NOS. 5 and 53**

**CLAIMANT: SIGNS WEST, INC.**



LAW OFFICES  
LIMITED LIABILITY PARTNERSHIP

SAN FRANCISCO, CA  
LOS ANGELES, CA  
WILMINGTON, DE  
NEW YORK, NY

150 CALIFORNIA STREET  
15th FLOOR  
SAN FRANCISCO  
CALIFORNIA 94111-4500

TELEPHONE: 415/263 7000  
FACSIMILE: 415/263 7010

LOS ANGELES  
10100 SANTA MONICA BLVD.  
11th FLOOR  
LOS ANGELES  
CALIFORNIA 90067-4100

TELEPHONE: 310/277 6910  
FACSIMILE: 310/201 0760

DELAWARE  
919 NORTH MARKET STREET  
17th FLOOR  
P.O. BOX 8705  
WILMINGTON  
DELAWARE 19899-8705

TELEPHONE: 302/652 4100  
FACSIMILE: 302/652 4400

NEW YORK  
788 THIRD AVENUE  
36th FLOOR  
NEW YORK  
NEW YORK 10017-2024

TELEPHONE: 212/561 7700  
FACSIMILE: 212/561 7777

September 3, 2009

**VIA U.S. FIRST CLASS MAIL**

Signs West, Inc.  
Attn: Jimmy J. Maez  
1100 Mary Crest Road  
Henderson, NV 89074

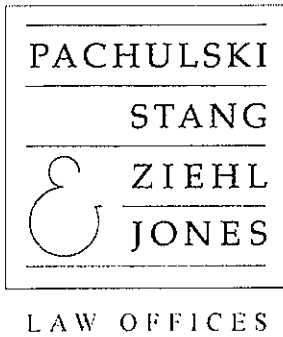
**Re: The Rhodes Companies, et al.  
Chapter 11 Case No. 09-14814  
(Jointly Administered)**

Dear Mr. Maez:

This firm represents Rhodes Design and Development Corporation and Rhodes Realty, Inc. (the "Debtors") in their Chapter 11 bankruptcy cases filed in the United States Bankruptcy Court for the District of Nevada (jointly administered under Case No. 09-14814 LBR). You filed identical proofs of claim on behalf of Signs West, Inc., in the Debtors' bankruptcy cases as follows:

- Rhodes Design and Development Corporation, Case No. 09-14846-LBR, in the amount of \$3,950.00, designated as claim number 53; and
- Rhodes Realty, Inc., Case No. 09-14841-LBR, in the amount of \$3,950.00, designated as claim number 5.

Our records indicate that payment of \$3,950.00 was made on behalf of Rhodes Design and Development Corporation by check no. 7976 on June 4, 2009. Our records further indicate that this account has been paid in full. Furthermore, we believe that claim number 5, filed in the Rhodes Realty case is a duplicate of claim number 53.



Mr. Jimmy J. Maez  
September 3, 2009  
Page 2

Based upon the above, we respectfully request that you withdraw your Claims by signing and returning the enclosed Notices of Claim Withdrawal forms by September 11, 2009 so that we may avoid having to object to your claim in the Bankruptcy Court. Thank you.

Very truly yours,

/s/  
Patricia J. Jeffries

PJJ  
Enclosure  
cc: Michael A. Matteo

1  
2  
3 **UNITED STATES BANKRUPTCY COURT**  
4 **DISTRICT OF NEVADA**  
5

6 In re: Case No.: BK-S-09-14841-LBR  
7 RHODES REALTY, INC., Chapter 11  
8 Debtor.

9  
10 **NOTICE OF WITHDRAWAL OF PROOF OF CLAIM NO. 5**  
11

12 SIGNS WEST, INC. hereby withdraws its proof of claim, designated as Claim No. 5, filed in  
13 the above-captioned case.

14  
15 Dated: \_\_\_\_\_, 2009

16  
17 By: \_\_\_\_\_ (signature) (print name)  
18 Its: \_\_\_\_\_ (title)  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

1  
2  
3 **UNITED STATES BANKRUPTCY COURT**  
4 **DISTRICT OF NEVADA**  
5

6 In re: Case No.: BK-S-09-14846-LBR  
7 RHODES DESIGN AND DEVELOPMENT, Chapter 11  
8 INC.,  
9 Debtor.

10 **NOTICE OF WITHDRAWAL OF PROOF OF CLAIM NO. 53**  
11

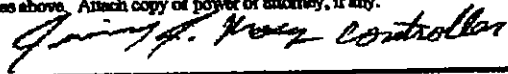
12  
13 SIGNS WEST, INC. hereby withdraws its proof of claim, designated as Claim No. 53, filed  
14 in the above-captioned case.  
15

16 Dated: \_\_\_\_\_, 2009

17 \_\_\_\_\_  
18 (signature) (print name)  
19 By: (title)  
20 Its:  
21  
22  
23  
24  
25  
26  
27  
28

Case 09-14846-lbr Claim 53-1 Filed 06/22/09 Page 1 of 1

B 10 (Official Form 10) (12/07)

UNITED STATES BANKRUPTCY COURT		District of Nevada	RECEIVED AND FILED	PROOF OF CLAIM
Name of Debtor: <b>Rhodes Design and Development Coporation aka Rhodes Homes</b>			Case Number: <b>09-14846-LBR</b>	
NOTE: This form should not be used to make a claim for an administrative expense arising after the commencement of the case. A request for payment of an administrative expense may be filed pursuant to 11 U.S.C. § 503.				
Name of Creditor (the person or other entity to whom the debtor owes money or property): <b>Signs West, INC</b>			Check this box to indicate that this claim amends a previously filed claim. <input type="checkbox"/>	
Name and address where notices should be sent: <b>Signs West Inc 1100 Mary Crest RD Henderson NV, 89074</b>			Court Claims Number: (if known)	
Telephone number: <b>(702) 368-1711</b>			Filed on:	
Name and address where payment should be sent (if different from above): <b>SAME AS ABOVE</b>			<input type="checkbox"/> Check this box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars. <input type="checkbox"/> Check this box if you are the debtor or trustee in this case.	
1. Amount of Claim as of Date Case Filed: \$ <u>3,950.00</u> If all or part of your claim is secured, complete item 4 below; however, if all of your claim is unsecured, do not complete item 4. If all or part of your claim is entitled to priority, complete item 5. <input type="checkbox"/> Check this box if claim includes interest or other charges in addition to the principal amount of claim. Attach itemized statement of interest or charges.			5. Amount of Claim Entitled to Priority under 11 U.S.C. § 507(a). If any portion of your claim falls in one of the following categories, check the box and state the amount. Specify the priority of the claim. <input type="checkbox"/> Domestic support obligations under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B). Wages, salaries, or commissions (up to \$10,950*) earned within 180 days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier - 11 U.S.C. § 507(a)(4). <input type="checkbox"/> Contributions to an employee benefit plan - 11 U.S.C. § 507(a)(5). <input type="checkbox"/> Up to \$2,425* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use - 11 U.S.C. § 507(a)(7). <input type="checkbox"/> Taxes or penalties owed to governmental units - 11 U.S.C. § 507(a)(8). <input type="checkbox"/> Other - Specify applicable paragraph of 11 U.S.C. § 507(a)( ). Amount entitled to priority: \$	
2. Basis for Claim: <u>Install Clark County Sign, CPark + Reproduction</u> (See instruction #2 on reverse side.) 3. Last four digits of any number by which creditor identifies debtor: _____ 3a. Debtor may have scheduled account as: _____ (See instruction #3a on reverse side.) 4. Secured Claim (See instruction #4 on reverse side.) Check the appropriate box if your claim is secured by a lien on property or a right of setoff and provide the requested information. Nature of property or right of setoff: <input type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input type="checkbox"/> Other Describe: Value of Property: \$ _____ Annual Interest Rate: % Amount of arrearage and other charges as of time case filed included in secured claim, if any: \$ _____ Basis for perfection: _____ Amount of Secured Claim: \$ _____ Amount Unsecured: \$ _____			*Amounts are subject to adjustment on 4/1/10 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment.	
6. Credits: The amount of all payments on this claim has been credited for the purpose of making this proof of claim. 7. Documents: Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. You may also attach a summary. Attach redacted copies of documents providing evidence of perfection of a security interest. You may also attach a summary. (See definition of "redacted" on reverse side.) DO NOT SEND ORIGINAL DOCUMENTS. ATTACHED DOCUMENTS MAY BE DESTROYED AFTER SCANNING. If the documents are not available, please explain:				
Date: <b>06/18/2009</b> Signature: The person filing this claim must sign it. Sign and print name and title, if any, of the creditor or other person authorized to file this claim and state address and telephone number if different from the notice address above. Attach copy of power of attorney, if any. <b>Jimmy J. Maez</b> 		FOR COURT USE ONLY		

Penalty for presenting fraudulent claims: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571.

53.08



<b>Creditor:</b> (4439808) Signs West, Inc. 1100 Mary Crest RD Henderson, NV 89074	<b>Claim No: 53</b> <i>Original Filed</i> Date: 06/22/2009 <i>Original Entered</i> Date: 06/23/2009	<b>Status:</b> <i>Filed by:</i> CR <i>Entered by:</i> Takashima, VL <i>Modified:</i>
Unsecured claimed: \$3950.00 <b>Total claimed: \$3950.00</b>		
<b>History:</b> <u>Details</u> <u>53-1</u> 06/22/2009 Claim #53 filed by Signs West, Inc., total amount claimed: \$3950 (Takashima, VL)		
<b>Description:</b>		
<b>Remarks:</b>		

53.94

Case 09-14841-lbr Claim 5-1 Filed 06/22/09 Page 1 of 1

B 10 (Official Form 10) (12/07)

<b>UNITED STATES BANKRUPTCY COURT</b>		District of Nevada	<b>RECEIVED AND FILED</b>	<b>PROOF OF CLAIM</b>
Name of Debtor: <b>Rhodes Realty, INC</b>		2009 JUN 22 PM 1:15		Case Number: <b>09-14841-LBR</b>
NOTE: This form should not be used to make a claim for an administrative expense arising after the commencement of the case. A request for payment of an administrative expense may be filed pursuant to 11 U.S.C. § 503.				
Name of Creditor (the person or other entity to whom the debtor owes money or property): <b>Signs West, INC</b>		Check this box to indicate that this claim amends a previously filed claim. <input type="checkbox"/> <b>MARY A. SCHOTT, CLERK</b>		
Name and address where notices should be sent:  <b>Signs West Inc 1100 Mary Crest RD Henderson NV, 89074</b>		Court Claim Number: _____ (if known)		
Telephone number: <b>(702) 368-1711</b>		Filed on: _____		
Name and address where payment should be sent (if different from above):  <b>SAME AS ABOVE</b>		<input type="checkbox"/> Check this box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars.  <input type="checkbox"/> Check this box if you are the debtor or trustee in this case.		
1. Amount of Claim as of Date Case Filed: \$ <u>3,950.00</u>		5. Amount of Claim Entitled to Priority under 11 U.S.C. § 507(a). If any portion of your claim falls in one of the following categories, check the box and state the amount.		
If all or part of your claim is secured, complete item 4 below; however, if all of your claim is unsecured, do not complete item 4.		Specify the priority of the claim.		
If all or part of your claim is entitled to priority, complete item 5.		<input type="checkbox"/> Domestic support obligations under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).  Wages, salaries, or commissions (up to \$10,950*) earned within 180 days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier - 11 U.S.C. § 507 (a)(4).  <input type="checkbox"/> Contributions to an employee benefit plan - 11 U.S.C. § 507 (a)(5).  <input type="checkbox"/> Up to \$2,425* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use - 11 U.S.C. § 507 (a)(7).  <input type="checkbox"/> Taxes or penalties owed to governmental units - 11 U.S.C. § 507 (a)(8).  <input type="checkbox"/> Other - Specify applicable paragraph of 11 U.S.C. § 507 (a)( ).		
2. Basis for Claim: <u>Install Clark County sign (Park &amp; Recreation)</u> (See instruction #2 on reverse side.)		Amount entitled to priority: \$ _____		
3. Last four digits of any number by which creditor identifies debtor: _____		*Amounts are subject to adjustment on 4/1/10 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment.		
3a. Debtor may have scheduled account as: _____ (See instruction #3a on reverse side.)				
4. Secured Claim (See instruction #4 on reverse side.) Check the appropriate box if your claim is secured by a lien on property or a right of setoff and provide the requested information.				
Nature of property or right of setoff: <input type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input type="checkbox"/> Other				
Describe:				
Value of Property: \$ _____ Annual Interest Rate: % _____				
Amount of arrearage and other charges as of time case filed included in secured claim:				
If any: \$ _____ Basis for perfection: _____				
Amount of Secured Claim: \$ _____ Amount Unsecured: \$ _____				
6. Credits: The amount of all payments on this claim has been credited for the purpose of making this proof of claim.				
7. Documents: Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. You may also attach a summary. Attach redacted copies of documents providing evidence of perfection of a security interest. You may also attach a summary. (See definition of "redacted" on reverse side.)				
DO NOT SEND ORIGINAL DOCUMENTS. ATTACHED DOCUMENTS MAY BE DESTROYED AFTER SCANNING.				
If the documents are not available, please explain:				
Date: <b>06/18/2009</b>	Signature: The person filing this claim must sign it. Sign and print name and title, if any, of the creditor or other person authorized to file this claim and state address and telephone number if different from the notice address above. Attach copy of power of attorney, if any.			
<b>Jimmy J. Maez</b>	<i>Jimmy J. Maez Controller</i>			
				FOR COURT USE ONLY

Penalty for presenting fraudulent claim: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571.

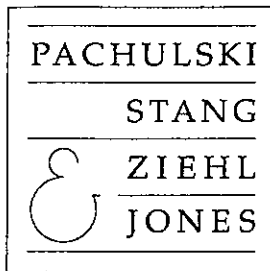
5.08

<b>Creditor:</b> (4408594) Signs West, Inc. 1100 Mary Crest RD Henderson, NV 89074	<b>Claim No: 5</b> <i>Original Filed</i> <i>Date: 06/22/2009</i> <i>Original Entered</i> <i>Date: 06/22/2009</i>	<b>Status:</b> <i>Filed by: CR</i> <i>Entered by: Ruhge, JD</i> <i>Modified:</i>
Unsecured claimed: \$3950.00 <b>Total claimed: \$3950.00</b>		
<b>History:</b> <b>Details</b> <u>5-1</u> 06/22/2009 Claim #5 filed by Signs West, Inc., total amount claimed: \$3950 (Ruhge, JD )		
<b>Description:</b>		
<b>Remarks:</b>		

5  
JLB

**CLAIM NO. 24**

**CLAIMANT: EFRAIN AMECUA**



LAW OFFICES  
LIMITED LIABILITY PARTNERSHIP

SAN FRANCISCO, CA  
LOS ANGELES, CA  
WILMINGTON, DE  
NEW YORK, NY

150 CALIFORNIA STREET  
15th FLOOR  
SAN FRANCISCO  
CALIFORNIA 94111-4500

TELEPHONE: 415/263 7000  
FACSIMILE: 415/263 7010

LOS ANGELES  
10100 SANTA MONICA BLVD.  
11th FLOOR  
LOS ANGELES  
CALIFORNIA 90067-4100  
TELEPHONE: 310/277 6910  
FACSIMILE: 310/201 0760

DELAWARE  
919 NORTH MARKET STREET  
17th FLOOR  
P.O. BOX 8705  
WILMINGTON  
DELAWARE 19899-8705  
TELEPHONE: 302/652 4100  
FACSIMILE: 302/652 4400

NEW YORK  
788 THIRD AVENUE  
36th FLOOR  
NEW YORK  
NEW YORK 10017-2024  
TELEPHONE: 212/561 7700  
FACSIMILE: 212/561 7777

July 31, 2009

**VIA U.S. FIRST CLASS MAIL**

Efrain Amecua  
1005 Virgil Street  
Las Vegas, NV 89190

**Re: The Rhodes Companies, et al.  
Chapter 11 Case No. 09-14818  
(Jointly Administered)**

Dear Efrain:

This firm represents The Rhodes Companies, LLC (the "Debtor") in its Chapter 11 bankruptcy filed in the United States Bankruptcy Court for the District of Nevada (Case No. 09-14814 LBR). You filed a proof of claim on your behalf, designated as proof of claim number 25 in the secured amount of \$4,000.00 in the Debtor's bankruptcy case.

The aforementioned proof of claim relates to a workman's compensation claim that has been paid by the Debtor's Workman's Compensation Carrier ("Carrier"). Furthermore, the Carrier has notified you that you are not eligible to receive disability benefits (See attached letter dated 7/31/07). Based on the above information, we believe your claim has been paid in full by the Carrier and no amount is due and owing by the Debtor.

Therefore, we respectfully request that you withdraw your claim by signing and returning the enclosed Notice of Withdrawal of Claim by no later than August 17, 2009 so that we may avoid having to object to your claim in the Bankruptcy Court. Thank you.

Very truly yours,

/s/  
Patricia J. Jeffries

PJJ  
Enclosure  
cc: Michael A. Matteo

73203-002\DOCS\_SF:66609.1



ASSOCIATED RISK  
MANAGEMENT, INC.

---

P.O. Box 4930 – Carson City, NV 89702-4930  
Phone (800) 935-0640 – (775) 883-4440 – Fax (800) 621-5006 (775) 883-3360

July 31, 2007

Efrain Rivas  
6448 Duane Point Ct  
Las Vegas, NV 89142

Re: Injured Worker: Efrain Rivas  
Claim Number: 5012-0637-2008-0020  
Date of Injury: 07-16-07  
Employer: Gung Ho Concrete LLC

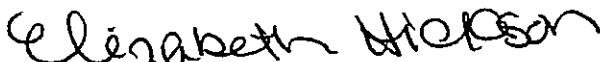
Dear Mr. Rivas:

We have received information that you are an undocumented citizen: therefore, per the Supreme Court Ruling of Tarango v. SINS, 117 Nev. 444, 25 P.3d 175 (2001) you are not eligible to receive Total Temporary Disability (TTD) or Temporary Partial Disability (TPD). You may provide documentation to our office to support that you are legally eligible to work in the United States to reinstate your benefits.

Pursuant to NRS 616C.315 (1), if you do not agree with this determination you have the right to appeal. If this is your intent, you must complete the enclosed "Request for Hearing" form and send it to the Department of Administration at the address indicated on the form within seventy - (70) days from the date of this letter.

If you have any questions, please feel free to contact the undersigned at (775) 883-4440 or (800) 935-0640.

Sincerely,

  
Elizabeth Hickson  
Claims Examiner

Enclosure(s) Request for Hearing

Cc: Builders Association of Western Nevada  
Gung Ho Concrete LLC  
File

**UNITED STATES BANKRUPTCY COURT**  
**DISTRICT OF NEVADA**

In re:

THE RHODES COMPANIES, LLC,

Debtor.

Case No.: BK-S-09-14814-LBR

Chapter 11

---

**NOTICE OF WITHDRAWAL OF PROOF OF CLAIM NO. 25**

---

Efrain Amecua hereby withdraws his proof of claim, designated as Claim No. 25 filed in the above-captioned case.

Dated: \_\_\_\_\_, 2009

---

Efrain Amecua

B 10 (Official Form 10) (12/08)

NS-814-138150

UNITED STATES BANKRUPTCY COURT      DISTRICT OF NEVADA		PROOF OF CLAIM	
Name of Debtor: <u>The Rhodes Companies, LLC</u> Case Number: <u>09-14814</u>		<input type="checkbox"/> Check this box to indicate that this claim amends a previously filed claim.  Court Claim Number: (if known) <span style="border: 1px solid black; display: inline-block; width: 100px; height: 20px;"></span>  Filed on: <span style="border: 1px solid black; display: inline-block; width: 100px; height: 20px;"></span> / <span style="border: 1px solid black; display: inline-block; width: 100px; height: 20px;"></span> / <span style="border: 1px solid black; display: inline-block; width: 100px; height: 20px;"></span>  <input type="checkbox"/> Check this box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars.  <input type="checkbox"/> Check this box if you are the debtor or trustee in this case.	
Note: This form should not be used to make a claim for an administrative expense arising after the commencement of the case. A request for payment of an administrative expense may be filed pursuant to 11 U.S.C. § 503.  Name of Creditor (the person or other entity to whom the debtor owes money or property): <u>Efrain Amecua</u>  Name and address where notices should be sent: <u>Efrain Amecua</u> <u>1005 Virgil St</u> <u>Las Vegas, NV 89190</u> <u>USA</u>  Telephone Number: <u>(702) 271-2137</u>  Name and address where payment should be sent (if different from above): Name: _____ Address 1: _____ Address 2: _____ Address 3: _____ Address 4: _____ Address 5: _____ Telephone Number: _____			
1. Amount of Claim as of Date Case Filed: \$ <u>4000.00</u> <u>00/00/00</u>  If all or part of your claim is secured, complete item 4 below; however, if all of your claim is unsecured, do not complete item 4. If all or part of your claim is entitled to priority, complete item 5. <input type="checkbox"/> Check this box if claim includes interest or other charges in addition to the principal amount of the claim. Attach itemized statement of interest or charges.			
2. Basis for Claim: <u>ENTITLED WHILE WORKING</u> (See instruction #2 on reverse side)			
3. Last four digits of any number by which creditor identifies debtor: <u>6185</u>  3a. Debtor may have scheduled account as: <span style="border: 1px solid black; display: inline-block; width: 100px; height: 20px;"></span> (See instruction #3a on reverse side.)		5. Amount of Claim Entitled to Priority under 11 U.S.C. 507(a). If any portion of your claim falls in one of the following categories, check the box and state the amount.  Specify the priority of the claim:  <input type="checkbox"/> Domestic support obligations under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B)  <input type="checkbox"/> Wages, salaries, or commissions (up to \$10,950*), earned within 180 days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier - 11 U.S.C. § 507(a)(4).  <input type="checkbox"/> Contributions to an employee benefit plan - 11 U.S.C. § 507(a)(5).  <input type="checkbox"/> Up to \$2,425* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use - 11 U.S.C. § 507(a)(7).  <input type="checkbox"/> Taxes or penalties owed to governmental units - 11 U.S.C. § 507(a)(8).  <input type="checkbox"/> Other - Specify applicable paragraph of 11 U.S.C. § 507(a)(_____)	
4. Secured Claim (See instruction #4 on reverse side.) Check the appropriate box if your claim is secured by a lien on property or a right of setoff and provide the requested information.  Nature of property or right of setoff: <input type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input type="checkbox"/> Other  Describe: <span style="border: 1px solid black; display: inline-block; width: 100px; height: 20px;"></span> Value of property: \$ <span style="border: 1px solid black; display: inline-block; width: 100px; height: 20px;"></span> Annual Interest Rate: _____ %  Amount of arrearage and other charges as of time case filed included in secured claim, if any: \$ <span style="border: 1px solid black; display: inline-block; width: 100px; height: 20px;"></span> Basis for perfection: _____  Amount of Secured Claim: <span style="border: 1px solid black; display: inline-block; width: 100px; height: 20px;"></span> Amount Unsecured: <span style="border: 1px solid black; display: inline-block; width: 100px; height: 20px;"></span> <u>\$ 4000.00</u> <u>00/00/00</u> <u>00/00/00</u>			Amount entitled to priority: \$ <span style="border: 1px solid black; display: inline-block; width: 100px; height: 20px;"></span>
6. Credits: The amount of all payments on this claim has been credited and deducted for the purpose of making this proof of claim. 7. Documents: Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements or running accounts, contracts, judgments, mortgages, and security agreements. You may also attach a summary. Attach redacted copies of documents providing evidence of perfection of a security interest. You may also attach a summary. (See instruction 7 and definition of "redacted" on reverse side.) DO NOT SEND ORIGINAL DOCUMENTS. ATTACHED DOCUMENTS MAY BE DESTROYED AFTER SCANNING. If the documents are not available, please explain: _____			* Amounts are subject to adjustment on 4/1/10 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment.
Date: <u>05/27/2009</u> Signature: The person filing this claim must sign it. Sign and print name and title, if any, of the creditor or other person authorized to file this claim and state address and telephone number if different from the notice address above. Attach copy of power of attorney, if any.  Title: <u>Bachoe Operator</u> Printed Name: <u>EFRAIN AMECUA</u> Signature: <u>EFRAIN AMECUA</u> Penalty for presenting fraudulent claim: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 1342 and 3571.			THIS SPACE IS FOR COURT USE ONLY  <b>FILED</b>  <b>JUN 03 2009</b>  <b>By Omni Management Group, Claims Agent For U.S. Bankruptcy Court District of Nevada</b>

yb 25



**INSTRUCTIONS FOR PROOF OF CLAIM FORM**

The instructions and definitions below are general explanations of the law. In certain circumstances, such as bankruptcy cases that are not filed voluntarily by a debtor, there may be exceptions to these general rules.

**Court, Name of Debtor, and Case Number:**

Fill in the name of the federal judicial district where the bankruptcy case was filed (for example, Central District of California), the bankruptcy debtor's name and the bankruptcy case number. If the creditor received a notice of the case from the bankruptcy court, all of this information is located at the top of the notice.

**Creditor's Name and Address:**

Fill in the name of the person or entity asserting a claim and the name and address of the person who should receive notices issued during the bankruptcy case. A separate space is provided for the payment address if it differs from the notice address. The creditor has a continuing obligation to keep the court informed of its current address. See Federal Rule of Bankruptcy Procedure (FRBP) 2002 (g).

**1. Amount of Claim as of Date Case Filed:**

State the total amount owed to the creditor on the date of the Bankruptcy filing. Follow the instructions concerning whether to complete items 4 and 5. Check the box if interest or other charges are included in the claim.

**2. Basis for Claim:**

State the type of debt or how it was incurred. Examples include goods sold, money loaned, services performed, personal injury/wrongful death, car loan, mortgage note, and credit card. If the claim is based on the delivery of health care goods or services, limit the disclosure of the goods or services so as to avoid embarrassment or the disclosure of confidential health care information. You may be required to provide additional disclosure if the trustee or another party in interest files an objection to your claim.

**3. Last Four Digits of Any Number by Which Creditor Identifies Debtor:**

State only the last four digits of the debtor's account or other number used by the creditor to identify the debtor.

**3a. Debtor May Have Scheduled Account As:**

Use this space to report a change in the creditor's name, a transferred claim, or any other information that clarifies a difference between this proof of claim and the claim as scheduled by the debtor.

**4. Secured Claim:**

Check the appropriate box and provide the requested information if the claim is fully or partially secured. Skip this section if the claim is entirely unsecured. (See DEFINITIONS, below.) State the type and the value of the property that secures the claim, attach copies of lien documentation, and state annual interest rate and the amount past due on the claim as of the date of the bankruptcy filing.

**5. Amount of Claim Entitled to Priority Under 11 U.S.C. §507(a):**

If any portion of your claim falls in one or more of the listed categories, check the appropriate box(es) and state the amount entitled to priority. (See DEFINITIONS, below.) A claim may be partly priority and partly non-priority. For example, in some of the categories, the law limits the amount entitled to priority.

**6. Credits:**

An authorized signature on this proof of claim serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

**7. Documents:**

Attach to this proof of claim form redacted copies documenting the existence of debt and of any lien securing the debt. You may also attach a summary. You must also attach copies of documents that evidence perfection of any security interest. You may also attach a summary. FRBP 3001(c) and (d). If the claim is based on the delivery of health care goods or services, see instruction 2. Do not send original documents, as attachments may be destroyed after scanning.

**Date and Signature:**

The person filing this proof of claim must sign and date it. FRBP 9011. If the claim is filed electronically, FRBP 5005(a)(2), authorizes courts to establish local rules specifying what constitutes a signature. Print the name and title, if any, of the creditor or other person authorized to file this claim. State the filer's address and telephone number if it differs from the address given on the top of the form for purposes of receiving notices. Attach a complete copy of any power of attorney. Criminal penalties apply for making a false statement on a proof of claim.

**Debtor**

A debtor is the person, corporation, or other entity that has filed a bankruptcy case.

**Creditor**

A creditor is a person, corporation, or other entity owed a debt by the debtor that arose on or before the date of the bankruptcy filing. See 11 U.S.C. §101(10).

**Claim**

A claim is the creditor's right to receive payment on a debt owed by the debtor on the date of the bankruptcy filing. See 11 U.S.C. §101(5). A claim may be secured or unsecured.

**Proof of Claim**

A proof of claim is a form used by the creditor to indicate the amount of the debt owed by the debtor on the date of the bankruptcy filing. The creditor must file the form with the clerk of the same bankruptcy court in which the bankruptcy case was filed.

**Secured Claim Under 11 U.S.C. §506(a)**

A secured claim is one backed by a lien on property of the debtor. The claim is secured so long as the creditor has the right to be paid from the property prior to the other creditors. The amount of the secured claim cannot exceed the value of the property. Any amount owed to the creditor in excess of the value of the property is an unsecured claim. Examples of liens on property include a mortgage on real estate or a security interest in a car.

A lien may be voluntarily granted by a debtor or may be obtained through a court proceeding. In some states, a court judgment is a lien. A claim also may be secured if the creditor owes the debtor money (has a right to setoff).

**Unsecured Claim**

An unsecured claim is one that does not meet the requirements of a secured claim. A claim may be partly unsecured if the amount of the claim exceeds the value of the property on which the creditor has a lien.

**Claim Entitled to Priority Under 11 U.S.C. §507(a)**

Priority claims are certain categories of unsecured claims that are paid from the available money or property in a bankruptcy case before other unsecured claims.

**Redacted**

A document has been redacted when the person filing it has masked, edited out, or otherwise deleted, certain information. A creditor should redact and use only the last four digits of any social-security, individual's tax-identification, or financial-account number, all but the initials of a minor's name and only the year of any person's date of birth.

**Evidence of Perfection**

Evidence of perfection may include a mortgage, lien, certificate of title, financing statement, or other document showing that the lien has been filed or recorded.

**Acknowledgment of Filing of Claim**

To receive acknowledgment of your filing, you may either enclose a stamped self-addressed envelope and a copy of this proof of claim or you may access the court's PACER system ([www.pacer.psc.uscourts.gov](http://www.pacer.psc.uscourts.gov)) for a small fee to view your filed proof of claim.

**Offer to Purchase Claim**

Certain entities are in the business of purchasing claims for an amount less than the face value of the claims. One or more of these entities may contact the creditor and offer to purchase the claim. Some of the written communications from these entities may easily be confused with official court documentation or communications from the debtor. These entities do not represent the bankruptcy court or the debtor. The creditor has no obligation to sell its claim. However, if the creditor decides to sell its claim, any transfer of such claim is subject to FRBP 3001(e), any applicable provision of the Bankruptcy Code (11 U.S.C. §101 et seq.), and any applicable orders of the bankruptcy court.

**Gung Ho Concrete Void After 180 Days**

HOURS		EARNINGS		OTHER PAY		PAY PERIOD	
REGULAR	OVERTIME	RATE	AMOUNT	BASIS	RATE	AMOUNT	DESCRIPTION
8.00		17.00	136.00				7-15 to 7-21-07
MED 1.97 SOC		8.44					
EMPLOYEE INFORMATION		DEDUCTIONS					
Befrain Amezuza		TOTAL DEDUCTIONS 10.41					
GROSS 918.00		NET PAY 125.59					
FWH 30.43		TOTAL PAY 136.00					
SOC 29		No. 10668					
		TOTAL PAY 136.00					

PLEASE DETACH THIS PORTION AND RETAIN FOR YOUR RECORDS

**Gung Ho Concrete Void After 180 Days**

HOURS		EARNINGS		OTHER PAY		PAY PERIOD	
REGULAR	OVERTIME	RATE	AMOUNT	BASIS	RATE	AMOUNT	DESCRIPTION
40.00		17.00	680.00				7-08 to 7-14-07
	4.00	25.50	102.00				
FWH 30.43 MED		81.54					
EMPLOYEE INFORMATION		DEDUCTIONS					
Befrain Amezuza		TOTAL DEDUCTIONS 10.41					
GROSS 782.00		NET PAY 771.59					
FWH 30.43		TOTAL PAY 782.00					
SOC 29		No. 10667					
		TOTAL PAY 782.00					

PLEASE DETACH THIS PORTION AND RETAIN FOR YOUR RECORDS



2510 Wigwam Parkway, Suite 201  
Henderson, NV 89074

Phone 45-SPINE (457-7463)  
Fax: 878-7463

*John B. Siegler, M.D.*  
Board Certified in Physical Medicine and Rehabilitation  
Board Certified Independent Medical Examiner  
Board Certified American Board of Electrodiagnostic Medicine  
Diplomate, American Board of Pain Medicine

*M. Angela Thomas, M.D.*  
Board Certified in Physical Medicine and Rehabilitation  
Board Certified Independent Medical Examiner

Patient: Efrain Rivas  
Soc. Sec.:  
Date of Initial Injury:

Service Date: 11-26-07  
Dictator: John B. Siegler, M.D.  
Employer:

CHIEF COMPLAINT: Lumbar pain.

HISTORY OF PRESENT ILLNESS: Mr. Rivas is a 26-year-old gentleman who developed back pain and thoracic pain. The thoracic pain improved. The low back pain has persisted. His MRI showed no evidence of acute injury. He has remained at full duty, but he has failed to respond to trigger point injections.

He returns today. Overall, he is about the same.

INTERVAL MEDICAL HISTORY: Unchanged.

INTERVAL SOCIAL HISTORY: Unchanged.

INTERVAL FAMILY HISTORY: Unchanged.

INTERVAL REVIEW OF SYSTEMS: Negative for any changes.

#### PHYSICAL EXAM

Vitals: Pulse: 72. Respirations: 14. Blood Pressure: 99/57.

#### General:

The patient is alert and oriented. He appears his stated age.

11-26

**Musculoskeletal:**

Reveals minimal tenderness over the lumbar midline with full range of motion with flexion, extension, and lateral bending. No palpable spasms. Seated slump and straight leg raise are negative.

**IMPRESSION:**

**DIAGNOSES:**

1. Lumbar strain.
2. Thoracic sprain.

**RECOMMENDATIONS:**

1. Continue home exercise program.
2. Continue full duty.
3. He is at maximal medical improvement and permanent and stationary without any ratable impairment. I am releasing him from my care.

John B. Siegler, M.D.

JBS/jjn

dictated but not read

FILED  
11-28



*John B. Siegler, M.D.*  
Board Certified in Physical Medicine and Rehabilitation  
Board Certified Independent Medical Examiner  
Board Certified American Board of Electrodiagnostic Medicine  
Diplomate, American Board of Pain Medicine

*M. Angela Thomas, M.D.*  
Board Certified in Physical Medicine and Rehabilitation  
Board Certified Independent Medical Examiner

**2510 Wigwam Parkway, Suite 201  
Henderson, NV 89074**

**Phone 45-SPINE (457-7463)  
Fax: 878-7463**

Patient: Efrain Rivas  
Soc. Sec.:  
Date of Initial Injury:

Service Date: 11-19-07  
Dictator: John B. Siegler, M.D.  
Employer:

CHIEF COMPLAINT: Lumbar pain.

HISTORY OF PRESENT ILLNESS: Mr. Rivas is a 26-year-old gentleman who developed pain in his back and upper thoracic spine. The thoracic spine has improved, but the low back pain continues, despite completing physical therapy. He remains at full duty.

INTERVAL MEDICAL HISTORY: Unchanged.

INTERVAL SOCIAL HISTORY: Unchanged.

INTERVAL FAMILY HISTORY: Unchanged.

INTERVAL REVIEW OF SYSTEMS: Negative for any changes.

#### PHYSICAL EXAM

##### General:

The patient is alert and oriented. He appears his stated age.

##### Musculoskeletal:

There is tenderness over the sacrum and lumbar midline. There is full range of motion with flexion, extension, and lateral bending. Seated slump and straight leg raise are negative.

**FAXED**  
11/21

Neurologic:

Lower Extremities: Reveals 5/5 strength in the lower extremities. Sensation is intact. Tone is normal without spasticity, cogwheeling or rigidity.

IMPRESSION:

DIAGNOSES:

1. Thoracic sprain/strain improving.
2. Lumbar contusion.

RECOMMENDATIONS:

1. Continue full duty.
2. Soft tissue injection into the lumbar spine.
3. Continue home exercise program.
4. I will see him back in one week.

PROCEDURE NOTE

The risks and benefits of the soft tissue injections were discussed with the patient. The patient was agreeable to proceed. Informed consent was reviewed and signed.

A 27-gauge, 1/2-inch needle was used. A 1:1 solution of celestone and 1% preservative-free lidocaine solution was prepared. The skin was cleansed with alcohol. The site was injected.

The patient tolerated the procedure well with no complications. He was observed for 15 minutes following the procedure without any side effects. He was discharged in his baseline state of health.

John B. Siegler, M.D.

JBS/jjn

dictated but not read

FAXED





2510 Wigwam Parkway, Suite 201  
Henderson, NV 89074

Patient: Efrain Rivas

Soc. Sec.:

Date of Initial Injury:

CHIEF COMPLAINT: Lumbar pain.

HISTORY OF PRESENT ILLNESS: Mr. Rivas is a 26-year-old gentleman who was injured when he rolled a tractor, with pain in the back and in the upper thoracic area. MRI showed degenerative changes.

He returns today. He continues to improve. He is doing well with therapy. He is tolerating full duty.

INTERVAL MEDICAL HISTORY: Unchanged.

INTERVAL SOCIAL HISTORY: Unchanged.

INTERVAL FAMILY HISTORY: Unchanged.

INTERVAL REVIEW OF SYSTEMS: Negative for any changes.

PHYSICAL EXAM

Vitals: Pulse: 89. Respirations: 14. Blood Pressure: 109/69.

General:

The patient is alert and oriented. He appears his stated age.

*John B. Siegler, M.D.*  
Board Certified in Physical Medicine and Rehabilitation  
Board Certified Independent Medical Examiner  
Board Certified American Board of Electrodiagnostic Medicine  
Diplomate, American Board of Pain Medicine

*M. Angela Thomas, M.D.*  
Board Certified in Physical Medicine and Rehabilitation  
Board Certified Independent Medical Examiner

Phone 45-SPINE (457-7463)  
Fax: 878-7463

Service Date: 10-29-07

Dictator: John B. Siegler, M.D.

Employer:

**FAXED**

**Musculoskeletal:**

There is minimal tenderness over the lumbar spine with flexion. There is full range of motion with extension. Lateral bending is intact. Seated slump and straight leg raise are negative.

**IMPRESSION:**

**DIAGNOSIS:**

1. Lumbar strain, improving.

**RECOMMENDATIONS:**

1. Continue therapy.
2. Continue full duty.
3. Continue home exercise program.
4. I will see him back in three weeks. He is approaching maximal medical improvement.

John B. Siegler, M.D.

JBS/jjn

dictated but not read





2510 Wigwam Parkway, Suite 201  
Henderson, NV 89074

Phone 45-SPINE (457-7463)  
Fax: 878-7463

*John B. Siegler, M.D.*  
Board Certified in Physical Medicine and Rehabilitation  
Board Certified Independent Medical Examiner  
Board Certified American Board of Electrodiagnostic Medicine  
Diplomate, American Board of Pain Medicine

*H. Angela Thomas, M.D.*  
Board Certified in Physical Medicine and Rehabilitation  
Board Certified Independent Medical Examiner

Patient: Efrain Rivas  
Soc. Sec.:  
Date of Initial Injury:

Service Date: 10-15-07  
Dictator: John B. Siegler, M.D.  
Employer:

CHIEF COMPLAINT: Lumbar pain.

HISTORY OF PRESENT ILLNESS: Mr. Rivas is a 26-year-old gentleman who was injured when he rolled a tractor. He continued to have pain in his upper thoracic area.

MRI showed degenerative changes.

He returns today. His upper lumbar area is minorly painful. There is full range of motion with flexion, extension, and lateral bending. Seated slump and straight leg raise are negative.

**IMPRESSION:**

**DIAGNOSIS:**

1. Lumbar strain, improving.

**RECOMMENDATIONS:**

1. Complete therapy.
2. Continue home exercise program.
3. Continue ibuprofen and lidocaine patch.

EXAMINED  
10/18

4. I will see him back in two weeks.

John B. Siegler, M.D.

JBS/jjn

dictated but not read



*John B. Siegler, M.D.*  
Board Certified in Physical Medicine and Rehabilitation  
Board Certified Independent Medical Examiner  
Board Certified American Board of Electrodiagnostic Medicine  
Diplomate, American Board of Pain Medicine

*M. Angela Thomas, M.D.*  
Board Certified in Physical Medicine and Rehabilitation  
Board Certified Independent Medical Examiner

**2510 Wigwam Parkway, Suite 201  
Henderson, NV 89074**

**Phone 45-SPINE (457-7463)  
Fax: 878-7463**

Patient: Efrain Rivas  
Soc. Sec.:  
Date of Initial Injury:

Service Date: 10-01-07  
Dictator: John B. Siegler, M.D.  
Employer:

CHIEF COMPLAINT: Lumbar pain.

HISTORY OF PRESENT ILLNESS: Mr. Rivas is a 26-year-old gentleman who was injured when he rolled a tractor. He has continued to have pain in the upper thoracic area, a stabbing and throbbing and radiation into his legs. The prednisone was not helpful. The MRI showed degenerative changes only. His symptoms were treated at L5-S1, but his pain is much higher in the lumbar area.

INTERVAL MEDICAL HISTORY: Unchanged.

INTERVAL SOCIAL HISTORY: Unchanged.

INTERVAL FAMILY HISTORY: Unchanged.

INTERVAL REVIEW OF SYSTEMS: Negative for any changes.

PHYSICAL EXAM  
General:

The patient is alert and oriented. He appears his stated age.

Musculoskeletal:

There is tenderness in the right thoracic area with tenderness to palpation. There is full range of motion with flexion, extension, and lateral bending.

104

**IMPRESSION:**

**DIAGNOSIS:**

1. Lumbar sprain/strain.

**RECOMMENDATIONS:**

1. Awaiting initiation of physical therapy.
2. Continue home exercise program.
3. Continue full duty.
4. Ibuprofen and lidocaine patches were prescribed.
5. I will see him back in two weeks.

John B. Siegler, M.D.

JBS/jjn

dictated but not read

104



2510 Wigwam Parkway, Suite 201  
Henderson, NV 89074

*John B. Siegler, M.D.*  
Board Certified in Physical Medicine and Rehabilitation  
Board Certified Independent Medical Examiner  
Board Certified American Board of Electrodiagnostic Medicine  
Diplomate, American Board of Pain Medicine

*M. Angela Thomas, M.D.*  
Board Certified in Physical Medicine and Rehabilitation  
Board Certified Independent Medical Examiner

Phone 45-SPINE (457-7463)  
Fax: 878-7463

Patient: Efrain Amezcua Rivas  
Soc. Sec.:  
Date of Initial Injury: 07-16-07

Service Date: 09-17-07  
Dictator: John B. Siegler, M.D.  
Employer:

CHIEF COMPLAINT: Lumbar pain.

HISTORY OF PRESENT ILLNESS: Mr. Rivas is a 26-year-old gentleman who was injured when he rolled a tractor and developed increasing back pain. He underwent brief physical therapy, but the pain continued. He reports a stabbing-like sensation in his back without pain radiating into his legs. He reports the prednisone did not help his symptoms significantly.

INTERVAL MEDICAL HISTORY: Unchanged.

INTERVAL SOCIAL HISTORY: Unchanged.

INTERVAL FAMILY HISTORY: Unchanged.

#### PHYSICAL EXAM

##### General:

The patient is alert and oriented. He appears his stated age.

##### Musculoskeletal:

There is tenderness over the lumbar area and over the right flank and lower lumbar midline. Seated slump and straight leg raise are negative.

**FAXED**

Neurologic:

Reveals 5/5 strength in the lower extremities. Sensation is intact. Tone is normal without spasticity, cogwheeling or rigidity.

IMPRESSION:

DIAGNOSIS:

1. Lumbar sprain/strain.

RECOMMENDATIONS:

1. Resume physical therapy.
2. Continue home exercise program.
3. Trigger point injections into the lumbar spine.
4. Will get a MRI, given the persistence of pain this far out from the injury.
5. I will see him back in two weeks.

PROCEDURE NOTE

The risks and benefits of the trigger point injections were discussed with the patient. The patient was agreeable to proceed. Informed consent was reviewed and signed.

A 27-gauge, 1/2-inch needle was used. A 1% preservative-free lidocaine solution was prepared. The skin was cleansed with alcohol in a sterile fashion. The following sites were injected: The lumbar paraspinals were injected at one site on the right and one at the left. The thoracic paraspinals were injected at one site on the right. The quadratus lumborum was injected at one site on the right.

The patient tolerated the procedure well with no complications. He was observed for 15 minutes following the procedure without any side effects. He was discharged in his baseline state of health.

John B. Siegler, M.D.

JBS/jjn

dictated but not read



2510 Wigwam Parkway, Suite 201  
Henderson, NV 89074

*John B. Siegler, M.D.*

Board Certified in Physical Medicine and Rehabilitation  
Board Certified Independent Medical Examiner  
Board Certified American Board of Electrodiagnostic Medicine  
Diplomate, American Board of Pain Medicine

*H. Angela Thomas, M.D.*

Board Certified in Physical Medicine and Rehabilitation  
Board Certified Independent Medical Examiner

Phone 45-SPINE (457-7463)  
Fax: 878-7463

Patient: Efrain Amezcua- Rivas  
Soc. Sec.:  
Date of Initial Injury: 07-16-07

Service Date: 09-10-07  
Dictator: John B. Siegler, M.D.  
Employer:

#### INITIAL CONSULTATION

CHIEF COMPLAINT: Lumbar pain.

HISTORY OF PRESENT ILLNESS: Mr. Amezcua-Rivas is a 26-year-old gentleman who reports on 07-16-07 he was injured when he rolled a tractor and developed increasing low back pain over the next few days. He was seen at Concentra. He was treated with physical therapy. The pain continued. He was referred to physiatry.

Currently, he is reporting an aching, stabbing pain in his back, worse when he rides a tractor. He denies any pain, numbness or tingling radiating into the legs. The pain is worse with sitting and moving. He reports it is a pulsating pain, relieved with rest.

DRUG ALLERGIES: He denies.

PAST MEDICAL HISTORY: He denies.

CURRENT MEDICATIONS: He denies.

SOCIAL HISTORY: He is a nonsmoker. Occasional alcohol use. He denies any illicit drug use.

REVIEW OF SYSTEMS: All systems are negative.

FAXED  
9/17



**PHYSICAL EXAM**

Vitals: Pulse: 79. Respirations: 20. Blood Pressure: 102/54.

**General:**

The patient is alert and oriented. He appears his stated age.

**Musculoskeletal:**

There is tenderness over the midline lumbar area with full range of motion with flexion, extension, and lateral bending. Seated slump and straight leg raise are negative. Femoral stretch is negative. Faber's maneuver is negative. There is no pain with cervical compression or axial rotation. There is no change in pain behaviors with distraction.

Upper Extremities: Reveals full range of motion of the shoulders, elbows, and wrists without subluxation, laxity, crepitus or contractures.

Lower Extremities: Reveals full range of motion of the hips, knees, and ankles without subluxation, laxity, crepitus or contractures.

**Neurologic:**

Upper Extremities: Reveals 5/5 strength in the upper extremities. Sensation is intact. Reflexes are symmetric. Tone is normal without spasticity, cogwheeling or rigidity.

Lower Extremities: Reveals 5/5 strength in the lower extremities. Sensation is intact. Reflexes are symmetric. Tone is normal without spasticity, cogwheeling or rigidity. No Babinski is present. No clonus is present.

**IMPRESSION:**

**DIAGNOSIS:**

1. Lumbar sprain/strain.

**RECOMMENDATIONS:**

1. Tapering dose of prednisone.
2. Continue full duty.
3. Continue home exercise program.

FILED  
912

4. I will see him back in a week.

John B. Siegler, M.D.

JBS/jjn

dictated but not read

9/27/09  
FAXED

08/28/2007 10:13 800-627-5906  
07/20/07 20:26ASSOCIATED RISK  
To: Risk Mgmt 775883336PAGE 03/20  
Pg 001

## EMPLOYEE'S AIM FOR COMPENSATION/REPORT OF INJURY/TREATMENT

RTVAS

FORM C4  
PLEASE TYPE OR PRINT

5012-0637-2008-0020

## EMPLOYEE'S CLAIM - PROVIDE ALL INFORMATION REQUESTED

First Name <u>E. FRAZ</u>	M.I. <u></u>	Last Name <u>AMERICAN</u>	Birthdate <u>1/19/81</u>	Sex <u>AM</u> <input type="checkbox"/> <u>OF</u> <input type="checkbox"/>	Claim Number (Insurer's Use Only)
Home Address <u>1005 WILSON ST</u>	City <u>LAS VEGAS</u>	State <u>NV</u>	Age <u>26</u>	Height <u>57</u>	Weight <u>180</u>
Physical Address <u>DUNE PANT CT</u>	City <u>CU</u>	State <u>NV</u>	Zip <u>89142</u>	Telephone <u>702 2712137</u>	Primary Language Spoken <u>SPANISH</u>
INSURER	THIRD-PARTY ADMINISTRATOR		Employee's Occupation (Job Title) When Injury or Occupational Disease Occurred		
Employer's Name/Company Name <u>GUNG HO CONCRETE</u>					Telephone <u>739 7649</u>
Office Mailing Address (Number and Street) <u>490 ALVARO CT R-106 Henderson NV 89011</u>					
Date of Injury (if applicable) <u>7/16/07</u>	Hours Injury (if applicable) <u>9:30</u> am	Date Employer Notified	Last Day of Work After Injury or Occupational Disease		Supervisor to Whom Injury Reported <u>CHRIS</u>
Address or Location of Accident (if applicable)					
What were you doing at the time of the accident? (if applicable) <u>estaba manejando un tractor</u>					
How did this injury or occupational disease occur? (Be specific and answer in detail. Use additional sheet if necessary) <u>estaba escurbando cuando se me volteo el tractor</u>					
If you believe that you have an occupational disease, when did you first have knowledge of the disability and its relationship to your employment?					Witnesses to the Accident (if applicable)
Nature of Injury or Occupational Disease			Part(s) of Body Injured or Affected <u>MY back</u>		
I CERTIFY THAT THE ABOVE IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND THAT I HAVE PROVIDED THIS INFORMATION IN ORDER TO OBTAIN THE BENEFITS OF NEVADA'S INDUSTRIAL INSURANCE AND OCCUPATIONAL DISEASES ACTS (NRS 618A TO 618D, INCLUSIVE OR CHAPTER 617 OF NRS). I HEREBY AUTHORIZE ANY PHYSICIAN, CHIROPRACTOR, SURGEON, PRACTITIONER, OR OTHER PERSON, ANY HOSPITAL INCLUDING VETERANS ADMINISTRATION OR GOVERNMENTAL HOSPITAL, ANY MEDICAL SERVICE ORGANIZATION, ANY INSURANCE COMPANY, OR OTHER INSTITUTION OR ORGANIZATION TO RELEASE TO EACH OTHER, ANY MEDICAL OR OTHER INFORMATION, INCLUDING BENEFITS PAID OR PAYABLE PERTINENT TO THIS INJURY OR DISEASE, EXCEPT INFORMATION RELATIVE TO DIAGNOSIS, TREATMENT AND/OR COUNSELING FOR AIDS, PSYCHOLOGICAL CONDITIONS, ALCOHOL OR CONTROLLED SUBSTANCES, FOR WHICH I MUST GIVE SPECIFIC AUTHORIZATION. A PHOTOGRAPH OF THIS AUTHORIZATION SHALL BE AS VALID AS THE ORIGINAL.					
Date <u>7/19/07</u>	Place <u>CONCENTRA</u>	Employee's Signature <u>E. FRAZ AMERICAN</u>			
THIS REPORT MUST BE COMPLETED AND MAILED WITHIN 3 WORKING DAYS OF TREATMENT					
Place <u>Henderson NV</u>	Name of Facility <u>Henderson NV</u>				
Date <u>7/19/07</u>	Diagnosis and Description of Injury or Occupational Disease <u>T-STRAIN L-STRAIN</u>		Is there evidence that the injured employee was under the influence of alcohol and/or controlled substance at the time of the accident? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes (if yes, please explain)		
Hour <u></u>	Treatment <u>EXAM X-RAY N26</u>		Have you advised the patient to remain off work five days or more? <input type="checkbox"/> Yes indicate dates: from <u></u> to <u></u> <input checked="" type="checkbox"/> No If no, is the injured employee capable of: <input type="checkbox"/> full duty <input type="checkbox"/> modified duty		
X-Ray Findings: <u>N26</u>		If modified duty, specify any limitations/restrictions: <u></u>			
From information given by the employee, together with medical evidence, can you directly connect this injury or occupational disease to job incurred? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No					
Is additional medical care by a physician indicated? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No					
Do you know of any previous injury or disease contributing to this condition or occupational disease? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No (Explain if yes)					
Date <u>7/19/07</u>	Print Doctor's Name <u>DR. N. GIBSON</u>		I certify that the employer's copy of this form was mailed to the employer on:		
Address <u>140 N. GIBSON RD STE H</u>		INSURER'S USE ONLY			
City <u>Henderson NV</u>	State <u>NV</u>	Zip <u>89011</u>	Physician's Tax ID Number <u>15201828</u>	Telephone <u>702 536275</u>	Degree <u></u>
<div style="float: right; border: 1px solid black; padding: 5px; text-align: center;"> <b>RECEIVED</b>  <b>JUL 23 2007</b> </div>					

ORIGINAL - TREATING PHYSICIAN OR CHIROPRACTOR

PAGE 2 - INSURER/TPA

PAGE 3 - EMPLOYER

PAGE 4 - EMPLOYMENT MANAGEMENT

PAGE 1

This communication is confidential, intended only for the person named above. No other recipient is authorized to use the information. If received in error, call sender.



2020 Palomino Lane, Suite 100, Las Vegas, NV 89106 • 3920 S. Eastern Avenue, Suite 100, Las Vegas, NV 89119  
7200 Cathedral Rock Drive, Suite 230, Las Vegas, NV 89128 • 60 N. Pecos Road, Henderson, NV 89074  
2811 W. Horizon Ridge Pkwy., Henderson, NV 89052

PATIENT NAME

RIVAS, EFRAIN - Act : 910168401 - DOB: 01/19/1981 - AGE/SEX: 26/M SSN: \*\*\*-\*\*-6185

EXAM DATE: 09/24/07 - EXAM: MRI - LUMBAR WITHOUT CONTRAST

AT THE REQUEST OF

JOHN SIEGLER, MD  
2510 WIGWAM PKY 201  
HENDERSON, NV 89074  
721480

LOCATION: HORIZON (702)759-4500

ACCESSION: 10549420

**INDICATION FOR EXAM:** 724.2 LOW BACK PAIN NOS, LUMBAGO

**TECHNIQUE:** Multiplanar imaging was performed using a variety of different pulse sequences on a high field strength magnet.

**FINDINGS:** Sagittal and axial images of the lumbar spine demonstrate normal appearance of T11-12 and T12-L1 disc interspaces.

The L1-2 disc interspace demonstrates degenerative disc desiccation. There is anterior spurring and annular bulge present. Very mild posterior bulge is present. No significant stenosis is demonstrated.

The L2-3 and L3-4 discs are normal.

The L4-5 disc demonstrates degenerative disc desiccation with a mild annular bulge and mild facet arthropathy, but no significant stenosis.

The L5-S1 disc interspace demonstrates degenerative disc disease with a broad midline disc herniation demonstrating a 15 mm base with approximately 5 mm posterior retropulsion of the disc. This does not demonstrate mass effect on the thecal sac. No stenosis seen.

**IMPRESSION:**

1. Mild degenerative disc changes seen at the L1-2 and L4-5 levels with mild annular bulges.
2. L5-S1 disc disease with a central disc herniation effacing epidural fat without mass effect on the thecal sac or nerve roots.

PATIENT: EFRAIN RIVAS - ACCOUNT NO: 910168401 - DOB: 01-11-1981

Thank you for referring your patient to us,

Dictated By: Kevin Hyer, M.D.  
kls

This report is based on the radiological examination. Correlation with clinical findings is essential.  
Patient was instructed to follow-up with their referring physician regarding the diagnostic/biopsy results.

---

Released By - Desert Radiologists:

**JOHN B. SIEGLER, M.D.**

2510 Wigwam Pkwy., Suite 201  
Henderson, NV 89074

Phone: (702) 457-7463 (45-SPINE) • Fax: (702) 878-7463

FOR: Efrain Rivas

ADDRESS: \_\_\_\_\_

DATE: 11/26/07

Rx ILLEGAL IF NOT SAFETY BLUE BACKGROUND

Rx

*11/26/07*  
*Sig: 800 mg 40 TID*  
*Dispense #90*

*[Signature]*

Refills: 0

Product Selection Permitted

DEA #: \_\_\_\_\_  
AS-058339

Dispense as Written 20blef

**JOHN B. SIEGLER, M.D.**

2510 Wigwam Pkwy., Suite 201  
Henderson, NV 89074

Phone: (702) 457-7463 (45-SPINE) • Fax: (702) 878-7463

FOR: Efrain Rivas

ADDRESS: \_\_\_\_\_

DATE: 11/26/07

Rx ILLEGAL IF NOT SAFETY BLUE BACKGROUND

Rx

Lidoderm®  
(Lidocaine Patch 5%)  
Wear up to 3 patches once a day for  
12 hours, apply only over intact skin  
#30 (1 box) #60 (2 boxes) #90 (3 boxes)  
Sig: \_\_\_\_\_  
Refills: \_\_\_\_\_

Refills: 0

Product Selection Permitted

DEA #: \_\_\_\_\_  
AS-058339

Dispense as Written 20blef

**John B. Siegler, MD**  
2510 Wigwam Pkwy, Suite 201  
Henderson, NV 89074

Phone 702-457-7463 (45-SPINE) • Fax 702-878-7463

For: Ethan Rina

Address: \_\_\_\_\_

Date: 10/1/07

Rx Ibuprofen  
Sig: 800mg po TID  
Dispense #90

Refills: 0

Product Substitution Permitted

DEA#: \_\_\_\_\_

Dispense as Written

**John B. Siegler, MD**  
2510 Wigwam Pkwy, Suite 201  
Henderson, NV 89074

Phone 702-457-7463 (45-SPINE) • Fax 702-878-7463

For: Ethan Rina

Address: \_\_\_\_\_

Date: 10/1/07

Rx Lidoderm®  
(Lidocaine Patch 5%)  
Wear up to 3 patches once a day for  
12 hours, apply only over intact skin  
#90  
(3 boxes)

Refills: \_\_\_\_\_

Product Substitution Permitted

DEA#: \_\_\_\_\_

Dispense as Written

**JOHN B. SIEGLER, M.D.**

2510 Wigwam Pkwy., Suite 201  
Henderson, NV 89074

Phone: (702) 457-7463 (45-SPINE) • Fax: (702) 878-7463

FOR:

*Ethan Kivas*

ADDRESS:

DATE:

*9/16/07*

RX ILLEGAL IF NOT SAFETY BLUE BACKGROUND

**R**

*Prochlor*

*Sig* 70mg po qd x 1hr  
60mg po qd x 1hr  
50mg po qd x 1hr  
40mg po qd x 1hr  
30mg po qd x 1hr  
20mg po qd x 1hr  
10mg po qd x 1hr

*Discon*

*2 days*

Refills:

*6*

Product Selection Permitted

DEA #:  
AS-058339

Dispense as Written

20b1sf